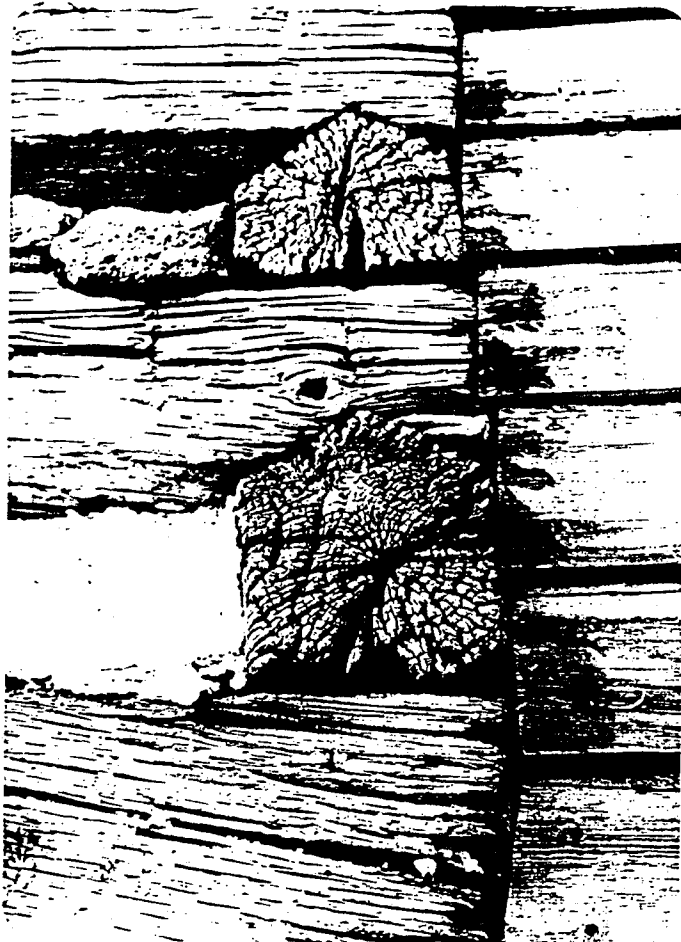


COLLIER'S LOG HOUSE SPECIFICATIONS



PHASE 2

**eleanor
lakin
architects**

879 Commonwealth Avenue
Hagerstown, Maryland 21740

301 791-2922

COLLIER LOG HOUSE
Catoctin Furnace
Frederick County, Maryland

PHASE II

SPECIFICATIONS

ARCHITECT: Eleanor Lakin Architects
879 Commonwealth Avenue
Hagerstown, Maryland 21740

(301) 791-2922

OWNER: Catoctin Furnace Historical Society, Inc.
Clement E. Gardiner, President
12320 Auburn Road
Thurmont, Maryland 21788

21 January 1987

SET NO. _____

CATOCTIN FURNACE HISTORICAL SOCIETY, INC.
CATOCTIN, MARYLAND

21 January 1987

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CATOCTIN FURNACE HISTORICAL SOCIETY, INC.

THURMONT, MARYLAND 21788
12320 Auburn Road

INVITATION FOR BIDS Phase II

The Catoctin Furnace Historical Society, Inc., Catoctin, Frederick County, Maryland, will receive sealed bids until 3 p.m. Wednesday August 19, 1987 at the office of the Architect at 879 Commonwealth Avenue, Hagerstown, Maryland; at which time and place all bids will be publicly opened and read aloud for the following work: Phase II work for the restoration of the Collier Log House located on a site in the town of Catoctin Furnace in Frederick County, Maryland. The two-story Collier Log House contains approximately 1690 square feet, it was built in two sections with an attic and crawl space. Both sections of the house are constructed with stone foundations, log exterior walls with wood chinking and mortar in-fill between the logs; wood floor joists with plank wood flooring applied directly to the framing; wood ceiling and roof rafters; interior wood partitions; brick fireplace and (one) stone fireplace with brick chimney. Phase II work will include minor interior demolition and removal of debris; exterior work to include porch post foundations: installation of new exterior windows, doors and trim; new front porch; and installation of a new wood shingle roof and flashing. Interior work to include replacement of deteriorated floor and roof structural members; installation of new summer beams; leveling of 2nd floor system and ceilings; removal of deteriorated plaster; installation of new plaster work as required; interior mortaring between the logs; replacement of deteriorated plank flooring; other interior finishing. Electrical work; plumbing and heating.



CATOCTIN FURNACE HISTORICAL SOCIETY, INC.

THURMONT, MARYLAND 21788

12320 Auburn Road

INVITATION FOR BIDS

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Proposed forms of Contract Documents including detailed specifications may be obtained at the office of Eleanor Lakin Architects AIA, 879 Commonwealth Avenue, Hagerstown, Maryland. General Contractors may obtain (2) sets of Documents per bidder, at a cost of \$35.00 per set; refundable.

Bid guaranty in the amount of (5%) five percent of the bid shall be submitted with each bid. The successful bidder to be required to furnish satisfactory Performance and Payment Bonds.

A Pre-Bid conference will be held at the Iron Worker's Log House at 1:00 p.m., Friday, July 31, 1987.

The Catoctin Furnace Historical Society, Inc. of Catoctin Furnace, Frederick County, Maryland, reserves the right to reject any or all bids and any or all Deduct Alternates or to waive informalities in the bidding. No bid shall be withdrawn for a period of (90) ninety days subsequent to the opening of the bids without the consent of the Catoctin Furnace Historical Society, Inc.

THE CATOCTIN FURNACE HISTORICAL
SOCIETY, INC.

By: Clement E. Gardiner,
President

INSTRUCTIONS TO BIDDERS

1. SECURING DOCUMENTS

Copies of the proposed Contract Documents are on file at the office of the Architect:

Eleanor Lakin Architect AIA
879 Commonwealth Avenue
Hagerstown, Maryland 21740

Copies of the proposed Contract Documents may be obtained for bidding purposes upon the conditions set forth in The Invitation To Bid.

2. BID FORM

In order to receive consideration, make all bids in strict accordance with the following:

- (1) Make bids upon the forms provided therefore, properly executed and with all items filled out. Do not change the wording of the Bid Form and do not add words to the wording of the Bid Form. Unauthorized conditions, limitations, or provisions attached to the proposal shall be cause for rejection of the proposal.
- (2) No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the sender unopened.
- (3) Each bid shall be addressed to the Owner and shall be delivered to the Owner at the address given in the Invitation to Bid, on or before the day and hour set for opening of bids. Each bid shall be enclosed in a sealed envelope bearing the title of work, the name of the bidder, and the date and hour of bid opening. It is the sole responsibility of the bidder to see that his bid is received on time.

3. BID BONDS

A bid bond in the amount of 5% of the proposed Contract Amount must accompany each proposal. All bid bonds shall be in the form included in the Specifications. The successful bidder's security will be retained until he has signed the Contract and furnished the required Labor and Materials Payment and Performance Bond. The Owner reserves the right to retain the security of the next lowest bidder until the lowest bidder enters into contract or until 60 days after bid opening, whichever is shorter. If any bidder refuses to enter into a Contract, the Owner will retain his bid bond as liquidated damages but not as a penalty.

4. OTHER BONDS

Prior to signing the Contract, the Owner will require the selected Contractor to secure and post a Labor and Materials Payment Bond and a Performance Bond; each in the amount of 100%

of the Contract Sum, and each on the forms provided in the Specifications.

5. EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK

Before submitting a bid, each bidder shall carefully examine the Drawings and read the Specifications and all other proposed Contract Documents, and visit the site of the work. Each bidder shall fully inform himself prior to bidding as to all existing conditions and limitations under which the Work is to be performed, and he shall include in his bid a sum to cover all costs of all items necessary to perform the work set forth in the proposed Contract Documents. No allowance will be made to any bidder because of lack of such examination or knowledge. The submission of a bid will be construed as conclusive evidence that the bidder has made such examination.

6. PROOF OF COMPETANCY OF BIDDER

Any bidder may be required to furnish evidence satisfactory to the Owner that he and his proposed subcontractors have sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner.

7. WITHDRAWAL OF BIDS

Any bidder may withdraw his bid, either personally or by written request at any time prior to scheduled time for opening bids. No bidder may withdraw his bid for a period of 90 days after the bid date set for opening thereof; and all bids shall be subject to acceptance by the Owner during this period.

8. AWARD OR REJECTION OF BIDS

The contract, if awarded, will be awarded to the responsible bidder who has proposed the lowest Contract Sum; to include one or all of the Deduct Alternatives; subject to the Owner's right to reject any or all bids and to waive informality and irregularity in the bids and in the bidding.

9. EXECUTION OF THE AGREEMENT

The Form of Agreement which the successful bidder, as Contractor, will be required to execute is included in the Specifications.

- (1) At or prior to delivery of the signed Agreement, the Contractor shall deliver to the Owner the Labor and Materials Payment Bond, the Performance Bond, and the policies of insurance or insurance certificates as required by the Contract Documents. All Bonds and policies shall be approved by the Owner before the successful bidder may proceed with work.
- (2) Failure or refusal to furnish bonds or insurance policies or certificates in a form satisfactory to the Owner shall subject the bidder to loss of time from the allowable

construction period equal to the time of delay in furnishing the required material.

10. INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents, or finds discrepancies in or omissions from any part of the proposed Contract Documents, he may submit to the Architect a written request for interpretation thereof not later than 7 days before bids will be opened:

- (1) Interpretation or correction of proposed Contract Documents will be made only by Addendum, and will be mailed or delivered to each bidder or record.

11. PRE-BID CONFERENCE

A Pre-bid conference will be held at a date and at the time and place designated in The Invitation To Bid.

12. CONSTRUCTION TIME

The Agreement will include a stipulation that the Work be completed in a period of 122 calendar days following the Notice To Proceed.

13. EXEMPTION CERTIFICATE

The Catoctin Furnace Historical Society, Inc. has been granted a Retail Sales Tax Exemption Certificate from the State of Maryland.

STATEMENT OF BIDDER'S QUALIFICATIONS
(General Contractor)

All questions must be answered. The data given must be clear and comprehensive. This statement must be notarized.

1. Name of bidder _____
2. Business address _____
3. When organized _____
4. Where incorporated _____
5. How many years have you been engaged in the contracting business under your present firm or trading name? _____
6. Financial statement: (ATTACH SEPARATE SHEET)
7. Credit available for this contract: \$ _____
ATTACH LETTER
8. Contracts now on hand, gross amount: _____
9. Plan of organization _____

10. Personnel of organization _____

11. Have you ever refused to sign a contract at your original bid? _____
12. Have you ever defaulted on a contract? _____
13. Remarks: _____
14. Will you, upon request furnish any other information that the Local Authority may require? _____

A F F I D A V I T

State of _____

County of _____

_____, being first duly sworn,,

deposes and says:

That he is _____
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, 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 prices of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Catoctin Furnace Historical Society, Frederick, Co. Maryland, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

By: _____

Title

Subscribed and sworn to before me

this _____ day of _____, 19 ____.

My commission expires _____, 19 ____.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned:

as PRINCIPAL, and

_____, as SURETY

are held and firmly bound unto the Catoctin Furnace Historical Society, Catoctin, Maryland, hereinafter called the " Owner ", in the penal sum of _____ Dollars, lawful money of the United States, for the payment of which sum well and truly to be assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 19____, for _____

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the " Owner " in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the " Owner " the difference between the amount specified in said bid and the amount for which the " Owner " may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 19____, 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.

In presence of:

_____	_____ (SEAL)
_____	_____
_____	_____ (SEAL)
_____	_____

Attest:

_____	_____
_____	_____
_____	By _____ Affix corporate Seal

Attest:

_____	_____
_____	_____
_____	By _____ Affix corporate Seal

(Power-of-attorney for person signing for surety company must be attached to bond).

CERTIFICATE AS TO CORPORATE PRINCIPAL

1. _____, certify that I am the _____
Secretary of the corporation named as
Principal in the within bond; that _____, who
signed the said bond on behalf of the Principal was then _____
of said corporation; that I know his signature, and
his signature thereto is genuine, and that said bond was duly
signed, sealed, and attested to for and in behalf of said corporation
by authority of its governing body.

(Corporate)
(Seal)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned:

_____ as PRINCIPAL, and

_____, as SURETY
are held and firmly bound unto the Catoctin Furnace Historical Society
Hagerstown, Maryland, hereinafter called the "Owner", in the
penal sum of _____ Dollars,
lawful money of the United States, for the payment of which sum well
and truly to be assigns, jointly and severally, firmly by these present

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal
has submitted the accompanying bid, dated _____, 19____
for _____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

IN WITNESS THEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 19____, 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.

In presence of:

_____	_____ (SEAL)
_____	_____
_____	_____ (SEAL)
_____	_____

Attest:

_____	_____
_____	_____
_____	By _____ Affix corporate Seal
_____	_____

Attest:

_____	_____
_____	_____
_____	By _____ Affix corporate Seal
_____	_____

(Power-of-attorney for person signing for surety company must be attached to bond).

CERTIFICATE AS TO CORPORATE PRINCIPAL

1. _____, certify that I am the _____
Secretary of the corporation named as
Principal in the within bond; that _____, who
signed the said bond on behalf of the Principal was then _____
of said corporation; that I know his signature, and
his signature thereto is genuine, and that said bond was duly
signed, sealed, and attested to for and in behalf of said corporation
by authority of its governing body.

(Corporate)
(Seal)

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned:

_____ as PRINCIPAL, and

_____, as SURETY

are held and firmly bound unto the Catoctin Furnace Historical Society, Inc. Hagerstown, Maryland, hereinafter called the " Owner ", in the penal sum of _____ Dollars, lawful money of the United States, for the payment of which sum well and truly to be assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 19____, for _____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

IN WITNESS THEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 19____, 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.

In presence of:

_____	_____ (SEAL)
_____	_____
_____	_____ (SEAL)
_____	_____

Attest:

_____	_____
_____	_____
_____	By _____ Affix corporate Seal
_____	_____

Attest:

_____	_____
_____	_____
_____	By _____ Affix corporate Seal
_____	_____

(Power-of-attorney for person signing for surety company must be attached to bond).

CERTIFICATE AS TO CORPORATE PRINCIPAL

1. _____, certify that I am the _____ Secretary of the corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine, and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

(Corporate)
(Seal)

Name of Grantee:

Catoctin Furnace Historical Society
%Eleanor Lakin Architect AIA
879 Commonwealth Avenue.
Hagerstown, MD 21740

(301)791-2922

Date: _____

State Project No. HT-008-852-034

Gentlemen:

We hereby submit our proposal for

Having carefully examined the "Instructions to Bidders," the "General Conditions," and the Specifications and Plans for the subject construction-

Specifications numbered _____
Drawings numbered _____
Addenda numbered _____

and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish all labor, materials and equipment called for by the said documents for the entire work, in strict accordance with the Contract Documents, for the stipulated sum of:

BASE BID _____ Dollars (\$) _____
(Written) (Figures)

Alternate #1 _____
(Description)
_____ Dollars (\$) _____
(Written) (Figures)

Alternate #2 _____
_____ Dollars (\$) _____
(Written) (Figures)

Alternate #3 _____
(Description)
_____ Dollars (\$) _____
(Written) (Figures)

If the undersigned be notified of the acceptance of this proposal within ninety (90) days after the above date, he agrees to execute a contract for the above stated compensation, and to guarantee the completion of this work in _____ calendar days after the award of the contract. Accompanying this proposal is a fully executed Bid Bond in the amount of 5% of the bid when the total bid is \$25,000.00 or more.

(Sign for Identification)

Bid Bonds, except those of the three low bidders, will be returned after the bid opening. Other bid bonds will be returned after the related contract has been executed. If no contract has been executed within ninety (90) days after the bid opening, then any bond may be returned upon demand of the bidder. Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.

All alternates called for in the Contract Documents must be submitted herewith.

(Construction Firm License No.) Date Issued (Place of Issuance)

INDIVIDUAL PRINCIPAL

In Presence of
Witness: _____

FIRM NAME _____

SIGNED _____

Address _____

Telephone No. _____

CO-PARTNERSHIP PRINCIPAL

In Presence of
Witness: _____

(Name of Co-Partnership)

Address _____

Telephone No. _____

_____ as to

BY _____
(Partner)

_____ as to

BY _____
(Partner)

_____ as to

BY _____
(Partner)

CORPORATE PRINCIPAL

Attest: _____

(Name of Corporation)

Address _____

Telephone No. _____

BY _____
(President)

(Affix Corporate Seal)

(Sign for Identification)

The bidder represents, and it is a condition precedent to acceptance of this bid, that the bidder has not been a party to any agreement to bid a fixed or uniform price.

WITNESS:

Signature of Officer and Title (SEAL)

SUBSCRIBED AND SWORN to before me, a Notary Public of the State of

_____, County or City of _____.

this _____ day of _____, 19____.

Notary Public

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a
STIPULATED SUM

1977 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION*

Use only with the 1976 Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the
Hundred and

day of

in the year of Nineteen

BETWEEN the Owner:

and the Contractor:

The Project:

The Architect:

The Owner and the Contractor agree as set forth below.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, © 1977 by the American Institute of Architects, 1735 New York Avenue, N.W., Washington, D. C. 20006. Reproduction of the material herein or substantial quotation of its provisions without permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for
(Here insert the caption descriptive of the Work as used on other Contract Documents.)

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced

and, subject to authorized adjustments, Substantial Completion shall be achieved not later than

(Here insert any special provisions for liquidated damages relating to failure to complete on time.)

ARTICLE 4
CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of

The Contract Sum is determined as follows:

(State here the base bid or other lump sum amount, accepted alternates, and unit prices, as applicable.)

ARTICLE 5
PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the _____ day of the month as follows:

Not later than _____ days following the end of the period covered by the Application for Payment _____ percent (_____ %) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and _____ percent (_____ %) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to _____ percent (_____ %) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

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

(Here insert any rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.)

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, and any Addenda and accepted alternates, showing page or sheet numbers in all cases and dates where applicable.)

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

OWNER

CONTRACTOR

_____	_____
_____	_____
_____	_____

Catoctin Furnace Historical Society
National Park Service, U.S. Department of The Interior
through the
Maryland Historical Trust
an agency of the
Maryland Department of Economic and Community Development

Specifications and General Conditions concerning Procurement,
Equal Employment Opportunity and Affirmative Action Requirements.

The following items are hereby incorporated and made part of the
General Conditions and Specifications for this Contract:

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PROCUREMENT

pages 1 thru 3

EQUAL OPPORTUNITY

1. Equal Opportunity Clause (41-CFR 60-1.4) 4 thru 7
(Applies to all Contracts and Subcontracts)
2. Equal Opportunity Clause (41-CFR 60-4.3) 7 thru 12

INSTRUCTIONS

1. Subcontractors and Vendors Notice 13 thru 14

c. The grantee's procurement system fully to comply with one or more significant aspects of this Attachment. The grantor agency shall notify the grantee of such deficiencies in writing, with a copy of such notification to the OFPP.

7. CODE OF CONDUCT

Grantees shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by Federal funds. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner; or
- d. An organization which employs, or is about to employ, any of the above.

has a financial or other interest in the firm selected for award.

The grantee's and contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or subcontractors.

To the extent permitted by State or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents, or by contractors or their agents.

8. PROCUREMENT PROCEDURES

The grantee shall establish procurement procedures which provide for the following minimum requirements:

a. Proposed procurement actions shall be reviewed by grantee officials to consider consolidation of requirements to obtain a more economical purchase and to avoid unnecessary or duplicative items. Where appropriate, an analysis shall be made of lease versus purchase alternatives, in-house or contracting out, and any other appropriate area of analysis to determine which approach would be the most economical. To foster greater economy and efficiency grantees are encouraged to enter into State and local intergovernmental agreements for procurement and/or use of common goods and services.

b. Affirmative steps must be taken to ensure that small and minority businesses are utilized when possible as sources of supplies and services. Affirmative steps shall include but not

be limited to the following:

- (1) Include qualified small and minority businesses on solicitation lists.
- (2) Assure that small and minority businesses are solicited whenever they are potential sources.

(3) When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.

(4) Establish delivery schedules which will encourage participation by small and minority business.

(5) Use the services and assistance of the Small Business Administration, the Office of Minority Business enterprise of the Department of Commerce and the Community Service Administration.

(6) If any subcontracts are to be let, require the prime contractor to take the affirmative steps in 1 through 5 above.

9. SELECTION PROCEDURES

The grantee shall have written selection procedures which shall provide, as a minimum, the following procedural requirements:

All procurement transactions, regardless of whether by sealed bids or by negotiation, and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition consistent with this attachment. Procurement procedures shall not restrict or eliminate competition. Examples of what is considered to be restrictive of competition include, but are not limited to: (1) Placing unreasonable requirements on firms in order for them to qualify to do business, (2) noncompetitive practices between firms, and (3) organizational conflicts of interest.

a. Solicitations of offers, whether by competitive sealed bids or competitive negotiation, shall:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, may set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly specified.

2. Clearly set forth all requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals.

b. Awards shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, and financial and technical resources.

10. METHOD OF PROCUREMENT

Procurement under grants shall be made by one of the following methods, as described herein: a. small purchase procedures; b. competitive sealed bids; c. competitive negotiation; d. noncompetitive negotiation.

a. Small purchase procedures are those relatively simple and informal procurement methods that are sound and appropriate for a procurement of services, or supplies or other property, costing in the aggregate not more than \$10,000. (State or local small purchase limits under \$10,000 shall be binding on grantees.) If small purchase procedures are used for a procurement under a grant, price or rate quotations shall be obtained from an adequate number of qualified sources.

b. In formal advertising, sealed bids are publicly solicited and a firm-fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming exactly with all the material terms and conditions of the invitation for bids, is lowest in price.

(1) In order for formal advertising to be feasible, appropriate conditions must be present, including, as a minimum, the following:

(a) A complete adequate and realistic specification or purchase description is available.

(b) Two or more responsible suppliers are willing and able to compete effectively for the grantee's business.

(c) The procurement lends itself to a firm-fixed-price contract, and selection of the successful bidder can appropriately be made principally on the basis of price.

(2) If formal advertising is used for a procurement under a grant, the following requirements shall apply:

(a) Within a sufficient time prior to the date set for opening of bids, bids shall be solicited from an adequate number of known suppliers. In addition, the invitation shall be publicly advertised. The invitation for bids including specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation.

(b) All bids shall be opened publicly at the time and place stated in the invitation.

...the lowest bid is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs and life cycle costs shall be considered in determining which bid is lowest. Any or all bids may be rejected when there are sound documented business reasons in the best interest of the program.

c. In competitive negotiation, proposals are requested from a number of sources and the Request for Proposal is published; negotiations are normally conducted with more than one of the sources submitting offers, and either a fixed-price or cost-reimbursable type contract is awarded, as appropriate. If competitive negotiation is used for a procurement under a grant, the following requirements shall apply:

(1) Proposals, including price, shall be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement. The Request for Proposals shall be publicized and reasonable requests by other sources to compete shall be honored to the maximum extent practicable.

(2) Grantees shall provide for evaluation of the proposals, written or oral discussions as required, and selection for contract award.

(3) Award may be made to the responsible offeror whose proposal will be most advantageous to the procuring agency, price and other factors considered. Unsuccessful offerors should be notified promptly.

d. Noncompetitive negotiation is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. Noncompetitive negotiation may be used when the award of contract is infeasible under small purchase competitive bidding or competitive negotiation procedures. Circumstances under which a contract may be awarded by noncompetitive negotiation are limited to the following:

(1) The item is available only from a single source;

(2) Public exigency or emergency when the urgency for the requirement will not permit a delay incident to competitive solicitation; or

(3) The Federal grantor agency authorizes noncompetitive negotiation.

11. CONTRACT PRICING

The cost-plus-a-percentage-of-cost and percentage of construction cost method of contracting shall not be used. Grantees shall perform some form of cost or price analysis in con-

...of prices based on estimated costs for contracts under grant shall be allowed only to the extent that costs incurred or cost estimated included in negotiated prices are consistent with Federal cost principles.

12. GRANTEE PROCUREMENT RECORDS

Grantees shall maintain records sufficient to detail the significant history of a procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: Rationale for the method of procurement, selection of contract type, contractor selection, and the basis for the cost or price negotiated.

13. CONTRACT PROVISIONS

In addition to provisions defining a sound and complete procurement contract, any recipient of Federal grant funds shall include the following contract provisions or conditions in all procurement contracts:

a. Contracts shall contain provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

b. All contracts in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

c. All contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

d. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick-Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subgrantee shall be prohibited from including, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to the grantor agency.

e. When required by the Federal grant program legislation, all con-

...shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week. The grantee shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The grantee shall report all suspected or reported violations to the grantor agency.

f. Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard workday or workweek is permissible: Provided, That the worker is compensated a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

g. Contracts or agreements, the principal purpose of which is to create, develop, or improve products, processes or methods; or for exploration into fields which directly concern public health, safety, or welfare; or contracts in the field of science or technology in which there has been little significant experience outside of work funded by Federal assistance, shall contain a notice to the effect that matters re-

[7712-01-M]

POSTAL RATE COMMISSION

[Docket No. MC72-11]

MINIMUM HEIGHT FOR CARRIER-ROUTE
PRESORTED MAIL

Order Instituting Proceedings

Issued November 30, 1978.

The proceeding under section 3623 of the Postal Reorganization Act (39 U.S.C. 3623) which we are instituting by this Order is designed to examine an issue suggested by the proceeding in Docket No. MC77-2—proceeding dealing generally with minimum size prohibitions, in which we are concurrently forwarding an Opinion and Recommended Decision to the Governor of the Postal Service. The present docket will be devoted to the question whether the 3 1/2-inch minimum height which we are recommending be continued in effect should be modified by reducing it to 3 1/4 inches where the mail pieces involved are presorted to carrier route.

Certain parties in Docket No. MC77-2 suggested modifications to the existing (though not yet effective) Domestic Mail Classification Schedule provision in the interest of presorting mail, but none directly addressed the question of mail presorted to carrier route. The closest approach to such proposal was made by one public utility participant, which proposed a 3 1/4 inch minimum height to be applicable where the mail was sufficiently presorted to bypass machine processing normal Postal Service operations. Our Opinion in Docket MC77-2 (pp. 61), we explain why a strict carrier presort category is a more practical and desirable ground for potential distinction between applicable minimums.

We are led to believe that the question of a 3 1/4-inch minimum height limit to carrier-route presorted mail needs exploration by two factors. First, it appears that a substantial number of firms, particularly including public utilities, may be using a billing card of that height. This was asserted by several parties in Docket MC77-2 and appears to be uncontroverted. Secondly, a statement made

The 3 1/4-inch minimum height was announced in Docket MC73-1, where it formed part of the classification schedule stipulated by the parties. It was not to go into effect until a subsequent time, however, and in Docket No. MC77-2 it was examined and See generally PRC Op. MC77-2 (November 30, 1978).

...shall be subject to the regulations issued by the Federal grantor agency and the grantee. The contractor shall be advised as to the source of additional information regarding these matters.

h. All contracts (except those of \$50,000 or less) awarded by grantees shall include a provision to the effect that the grantees, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcription.

Grantees shall require contractors to maintain all required records for three years after grantees make final payments and all other pending matters are closed.

i. Contracts and subcontracts of amounts in excess of \$100,000 shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders, or requirements issued pursuant to section 206 of the Clean Air Act of 1970 and Section 508 of the Federal Pollution Control Act. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency.

j. Grantees shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-165).

14. CONTRACT ADMINISTRATION

Grantees shall maintain a contract administration system insuring that contractors perform in accordance with the terms, conditions, and specifications of the contract or purchase orders.

1978 Doc. 75-32524 Filed 12-5-78; E-45 and

[3110-01-M]

CLARIFICATION OF REPORTS

List of Requests

The following is a list of requests for clearance of reports intended for use in collecting information from the public received by the Office of Management and Budget on November 29, 1978 (44 U.S.C. 3509). The purpose of publishing this list in the Federal Register is to inform the public.

The list includes the title of each request received; the name of the agency sponsoring the proposed collection of information; the agency form

with which the information is proposed to be collected; an indication of who will be the respondents to the proposed collection; the estimated number of responses; the estimated burden in reporting hours; and the name of the reviewer or reviewers division or office.

Requests for extension which appear to raise no significant issues are to be approved after brief notice through this release.

Further information about the items on this daily list may be obtained from the Clearance Office, Office of Management and Budget, Washington, D.C. 20503, 202-395-4529, or from the reviewer listed.

REVISIONS

DEPARTMENT OF AGRICULTURE

Food and Nutrition Service
Model Food Stamp Forms
On occasion
Food stamp applicants and State agencies
61,725,000 responses; 12,629,581 hours
Elett, C. A., 395-6122

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

Health Resources Administration
Application Form-National Health Service Corps Scholarship
On occasion
Student scholarship application
10,000 responses; 2,373 hours
Richard Klinger, 395-2214

EXTENSIONS

DEPARTMENT OF COMMERCE

Industry and Trade Administration
Overseas Business Interest Questionnaire
ITA-471P
On occasion
Businesses joining missions or seminars
1,000 responses; 250 hours
C. Louis Kincannon, 395-2211

DEPARTMENT OF LABOR

Employment Standards Administration
Request for Examination and/or Treatment
LS-1
On occasion
Employers and treating physicians
200,000 responses; 66,667 hours
Strasser, A., 395-6132
Employment Standards Administration
Notice of Employee's Injury or Death
LS-201
On occasion
Injured employee or survivor
240,000 responses; 60,000 hours

41-CFR 60-1.4 Equal opportunity clause

The contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant, for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant, thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

PART 60-4-CONSTRUCTION CONTRACTORS
AFFIRMATIVE ACTION REQUIREMENTS

AGENCY: Office of Federal Contract Compliance Programs, Labor.

60-4.2 Solicitations.

(a) All Federal contracting officers and all applicants shall include the notice set forth in paragraph (d) of this section and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth in 60-4.3 of this part in all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts to be performed in geographical areas designated by the Director pursuant to 60-4.6 of this part. Administering agencies shall require the inclusion of the notice set forth in paragraph (d) of this section and the specifications set forth in 60-4.3 of this part as a condition of any grant, contract, subcontract, loan insurance or guarantee involving federally assisted construction covered by this part 60-4.

(b) All nonconstruction contractors covered by Executive Order 11246 and the implementing regulations shall include the notice in paragraph (d) of this section in all construction agreements which are necessary in whole or in part to the performance of the covered nonconstruction contract.

(c) Contracting officers, applicants and nonconstruction contractors shall give written notice to the Director within 10 working days of award of a contract subject to these provisions. The notification shall include the name, address and telephone number of the contractor; employer identification number; dollar amount of the contract; estimated starting and completion dates of the contract; the contract number; and geographical area in which the contract is to be performed.

(d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to 60-4.6 of this part (see 41 CFR 60-4.2(a)):

NOTICE OF REQUIREMENT FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL EMPLOYMENT
OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	Insert goals for each year.	Insert goals for each year.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

60-4.3 Equal opportunity clauses.

(a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive Order.

D-6

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT
SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast, Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for sub-contracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR part 60-4 become effective.

INSTRUCTIONS

SUBCONTRACTORS AND VENDORS NOTICE

This notice is to be submitted by the prime contractor within ten(10) working days of contract award until all contracts and purchase orders have been awarded. When all awards have been made, check box marked "Final."

List all contracts and purchase orders awarded for construction trades, supplies, materials or services (including land development costs).

Column (1) - Enter the full name, address and telephone number, identification number of the contractor or vendor.

Column (2) - Enter the date of award

Column (3) - If the contract is for construction, specify the type of construction trade; e.g. excavation, painting, demolition; if the contract is for supplies, specify the type of supplies provided, e.g. janitorial, hardware, drywall, etc.; if the contract is for services, specify the type of service provided, e.g. research, legal, etc.

Column (4) - Enter the exact dollar amount of the contract or purchase order.

Column (5) - Indicate the estimated starting and completion dates for all construction trades to be performed on this project.

Column (6) - Check this column if the contractor is female or the firm has at least 50% female ownership.

Column (7) - Check this column if the contractor is a member of a minority group or is a firm owned at least 50% by members of a minority group. Minority group members include Black, Hispanic, American Indians or Alaskan Natives, Asian and Pacific Islanders.

Column (8) - NOTE - This column applies only to subsidized housing developments. Check this box if the contract is an eligible Section 3 business. If not, leave blank. An eligible Section 3 business is a small business concern located in the Section 3 covered project area or owned, in substantial part, by persons residing in the Section 3 covered project area. Refer to the Section 3 regulations (24 CFR Part 135, 10/23/75) for a more complete definition of terms.

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01000 GENERAL AND SPECIAL CONDITIONS

A. DESCRIPTION

1. Provisions of the General and Special Conditions govern work under this Division.

(1) Application: The General Conditions of the Contract for Construction (standard form of the American Institute of Architects, Document A-201, current edition, copies of which may be reviewed in the Architect's office or obtained from the Architect), supplementary general conditions, special conditions, and description of work shall apply to all trades and divisions of the construction contract in all sections of the specifications.

(2) Modifications: The following modifications of the general conditions (AIA) shall be in addition thereto and take precedence over the original provisions in case of conflict.

a. Payment: Immediately after execution of the Contract, the Contractor shall submit for approval a breakdown of the Contract sum.

b. Insurance: Contractor shall carry Workmen's Compensation Insurance for every person employed by him on the premises and shall maintain such insurance in full force during the entire time of his Contract. Contractor shall carry Comprehensive General and Automobile Liability Insurance of \$500,000 - \$1,000,000 (minimum) and Property Damage Insurance of \$50,000 - \$1,000,000 (minimum). Any inclusion in the policy as to "loss resulting from excavation, pile driving, shorting, underpinning, razing, or demolition of any building or structure" shall be specifically deleted from the policy.

c. Completion: All work shall be substantially completed at the time stipulated in the Contract or in time extended for justifiable delays, if any.

2. The Contractor shall provide all items, articles, materials, operations, or methods listed, mentioned, or scheduled on the drawings and/or herein, including all labor, materials, equipment, and incidentals necessary and required for their completion.

3. Work Included: Prior to initiating any work on the project the Contractor shall examine the building, the drawings and Specifications and be totally familiar with existing conditions and the restoration work to be completed.

(1) The General Contractor and each Subcontractor shall be responsible for the verification of all dimensions at the site for any work to be completed under this Contract. Photographs have been used on the Architectural Drawings since any new work must be fitted on-the-job to existing conditions. Due to the nature of this project, absolute levelness, plumbness and squareness generally do not exist. This is the nature of an older structure due to settling and other factors.

(2) All dimensions shown on the Drawings and Details are subject to adjustment to suit existing site conditions. Any discrepancies which may occur between actual job conditions and the Architectural Drawings shall be brought to the attention of the Owner before proceeding with any work.

(3) It shall be understood that unforeseen conditions do arise as restoration work progresses. Conditions that are not visible until existing work covering that condition are removed during the restoration process. It is therefore important that the Contractor maintain close communication with the Owner as work proceeds and new evidence and/or conditions arise - so that decisions may be reached if alternative solutions have to be found for portions of the work.

B. SUBSTITUTIONS

1. To obtain approval to use unspecified products, bidders shall submit written requests at least ten days before the bid date and hour. Requests received after this time will not be considered. Requests shall clearly describe the product for which approval is asked, including all data necessary to demonstrate acceptability. If the product is acceptable, the Architect will approve it in an addendum issued to all prime bidders on record.

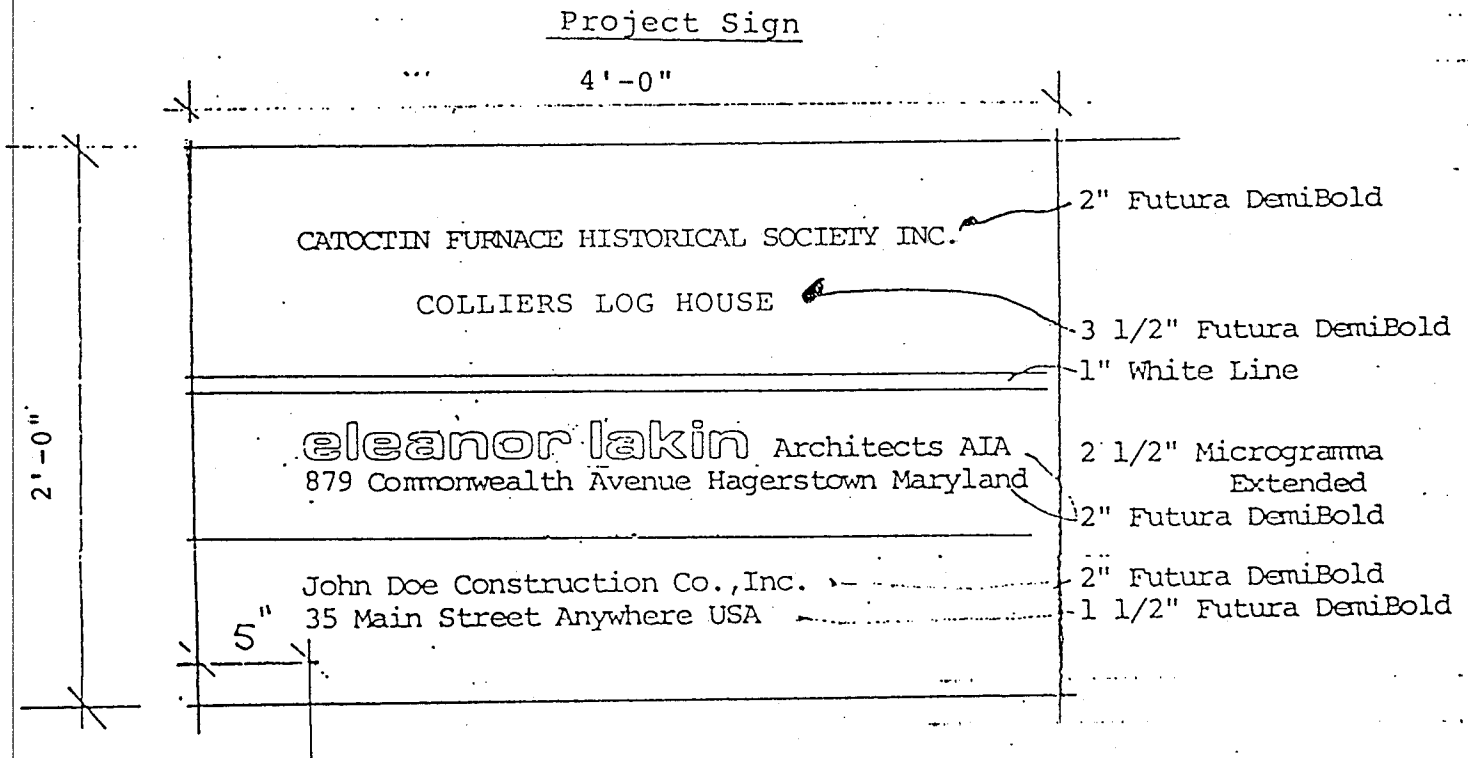
C. REGULATIONS AND STANDARDS

1. All work, including work on public property, shall comply with the rules and regulations of the Division of Industrial Safety and all other local and State agencies having jurisdiction. Nothing contained herein shall be construed as permitting work that is contrary to such rules, regulations and codes.

D. PROJECT SIGN

(1) Allow no signs or advertising of any kind on the job site except as specifically approved in advance by the Architect.

(2) The Contractor shall furnish and erect (1) painted sign. Content of graphic material painted on the signs will be designated by the Architect. Sign to be 2' x 4' x 3/4" banded exterior duroply plywood mounted on two (2) 4" x 4" x 12' supports.



Color: Light Grey letters on a Burgandy background.

SECTION 01010 SUMMARY OF WORK AND ALTERNATIVES

A. DESCRIPTION

1. Work Included: The work to be done under this Contract consists of the furnishing of all services, equipment, materials and labor necessary to complete Phase II:

THE COLLIER LOG HOUSE
Catöctin Furnace, Maryland

for the

Catoctin Furnace Historical Society, Inc.
Clement Gardiner, President

all as more particularly set forth in the Drawings, Specifications and other Contract Documents.

2. Items that will constitute portions of this Contract:

- (1) Excavation for new footings under the new porch structure.
- (2) Provide and install concrete footings and stone masonry as shown and required under the new porch structure and stairs at rear doors.
- (3) At first floor: Remove existing split deflected beam (running north and south). Replace this member with specified beams and column as shown on the Drawings.
- (4) Also provide and install new floor joists, flooring, roof rafters, etc., as required at the first floor ceiling (2nd floor system) the 2nd floor ceiling (attic floor system) and the attic roof rafters, interior partitions and stairs, etc., as required. (See Drawings)
- (5) Demolition and removal of debris from site as specified and described in these Specifications, Drawings and as required to complete the work.
- (6) Provide and install exterior and interior windows and doors, exterior and interior finish trim and architectural woodwork complete.
- (7) Provide and install a new roofing system and flashing.

3. Deductable Alternatives:

- (1) Deduct Alternate No. 1: Delete the interior doors, trim and plastering of interior partitions on the second floor of the log structure. Do not delete the mortar placement between the logs on the second floor - this work to be completed.

(2) Deduct Alternate No. 2: Delete insulation to be installed at the attic level.

(3) Deduct Alternate No. 3: Delete finish interior painting on second floor and finishing of floors on second floor.

B. DRAWINGS AND SPECIFICATIONS

1. The work shall be executed in accordance with the Drawings and Specifications. Due to the nature of restoration work, unforeseen items and conditions will surface during the duration of the project. The Drawings and Specifications and unforeseen conditions will be explained, discussed and resolved by further directions and instructions from the Architect.

C. EXISTING CONDITIONS

1. The Bidders are required to visit the site and log structure to verify all existing conditions.

D. PROCEDURES

1. The Contractor shall cause as little inconvenience to the existing surrounding areas as possible. He shall confine his activities to within the Project Limits as shown on the Site Plan.

E. SPECIAL CONDITIONS

1. Permits: The Contractor shall obtain and pay for all permits, tapping fees, benefit charges, etc., required, give all legal notices, and pay all fees required for the work.

2. Labor: All work shall be performed in the best and most professional manner by mechanics skilled in their respective trades. Mechanics, considered by the Architect to be unskilled shall be dismissed from the work upon notice from the Architect. This contract shall be subject to the Labor Laws of the state where the project is located and subject to labor rules and regulations of the local authorities.

3. Performance: No claim for any extra charges will be allowed because of alleged impossibilities due to inadequate drawings or specifications. The Contractor shall be responsible for verification between field measurements and drawings. The Contractor shall coordinate the work of all trades and to schedule the timing as not to cause delays to any phase of construction due to late

scheduling of interconnected work. After Substantial Completion of the project, the Contractor shall complete all defects and omissions noted at the final inspection in the time period agreed upon at the inspection. The building and grounds shall be kept clean at all times. After completion of the contract and before receiving the final payment, the Contractor shall have all parts of the building cleaned wherever such cleaning is needed. The Contractor shall remove from the premises all trash, rubbish, his own tools and equipment and excess materials. The building and grounds shall be left in perfectly clean condition.

F. EXECUTION

1. It shall be the responsibility of the Contractor to coordinate all work.
2. The Contractor and his Subcontractors shall carefully examine the existing building and site conditions and become thoroughly familiar with all portions of the work.
3. Since this is a restoration project, cutting, patching and replacement of deteriorated and missing work will be required. It will be required that:
 - (1) All parts fit and be properly joined in the best craftsmanship manner.
 - (2) Work in a deteriorated condition be removed and replaced to match that removed unless otherwise specified.
 - (3) All new work shall match existing materials and workmanship as closely as possible; so that it is not discernable as being new work.
4. No materials or original work shall be removed or altered unless specified by the drawings or approved by the Owner. If any questions arise as to the degree of removal or replacement the Owner shall be consulted prior to action on the Contractor's part. Work to proceed only with Owner's approval.
5. Any demolition or removal of materials and work shall be done with the utmost care. Protect all surrounding surfaces and areas.
6. After uncovering existing work inspect conditions affecting installation of new work. Do not proceed in areas of discrepancy until all such discrepancies have been fully resolved. If uncovered conditions are not as anticipated immediately notify the Owner for resolution and discussion of problem.
7. If any questions as to structural integrity of any parts of the structure arises during any part of the work, immediately notify the Owner.
8. Performance: Perform all required work under this Contract according to the Architectural Drawings and these Specifications. No deviations therefrom will be acceptable unless approved by the Architect and Owner.

SECTION 01200 PROJECT CONSTRUCTION AND PROJECT MEETINGS

A. DESCRIPTION

1. Work Included:

(1) To assume adequate planning and execution of the work so that the work is completed within the number of calendar days allowed in the Contract; and to assist the Architect in evaluating progress of work; prepare and maintain the schedule described in this Section.

(2) To enable orderly review during progress of the work, and to provide for systematic discussion of any problems, unforeseen findings, discoveries or conditions in the existing structure during execution of the work; the Architect will conduct meetings throughout the construction period.

B. QUALITY ASSURANCE

1. Construction Schedule:

(1) Work Progress Schedule: Within ten (10) days after award of Contract, the Contractor shall submit to the Architect, for approval, (4) copies of the complete work progress schedule. This schedule shall show by dates the expected starting times and completion of the various parts of the work. No progress payments will be made to the Contractor until he has submitted an acceptable work progress schedule.

(2) Suspension of work:

a. When the whole or a portion of the work is suspended for any reason, each Contractor shall properly cover over, secure and protect such of his work as may be liable to sustain injury from any cause.

b. It shall be the Contractor's responsibility to include a description of delaying factors due to extreme weather conditions or other factors and their impact on the construction schedule with periodic reports.

2. Progress Meetings: Biweekly meetings shall be set up with the Contractor on the job site at a prescribed time for the coordinator for the work of the Contractor, Subcontractors, and the Architect, the Owner's representative. Attendance at the meetings is required. Minutes of the meetings will be kept by the Architect. Copies will be issued to the Contractor and Owner.

3. Preconstruction Meeting: Will be scheduled within (10) days after the Owner has issued Notice to Proceed. The Contractor, Subcontractor for raising the house, the Architect, and other interested parties shall attend.

4. Commencement, Prosecution and Completion of Work. The Contractor shall commence work under this contract upon receipt by him of Notice to Proceed, prosecute said work diligently, and complete the work ready for use not later than the number of calendar days contained in either of his bids, as stipulated by the Supplement to Instruction to Bidders. Time of completion shall be counted from the Contractor's receipt of Notice to Proceed.

5. Commencement Activity. Evidence that the Contractor has started procurement of materials, preparation and submission of shop drawings, preparation of subcontracts and other preparatory work will satisfy the requirement that work commence upon receipt of Notice to Proceed. Therefore, work need not be commenced at the construction site upon Notice to Proceed.

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01300 SUBMITTALS AND SUBSTITUTIONS

A. DESCRIPTION

1. Work Included:

- (1) Wherever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined by manufacturer's name and catalog number, reference to recognized industry and government standards, or description of required attributes and performance.
- (2) To ensure that the specified products are furnished and installed in accordance with design intent, procedures have been established for advance submittal of design data and for their review by the Architect.
- (3) Make all submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements.

2. Related Work described elsewhere: Individual requirements for submittals are described in other pertinent Sections of these Specifications.

B. PRODUCTS

1. Coordination of Submittals: Prior to each submittal, carefully review and coordinate all aspects of each item being submitted and verify that each item and the submittal for it conforms in all respects with the requirements of the Contract Documents. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.

2. Certificates of Compliance:

- (1) Certify that all materials used in the Work comply with all specified provisions thereof. Certification shall not be construed as relieving the Contractor from furnishing satisfactory materials if, after tests are performed on selected samples, the material is found to not meet specified requirements.
- (2) Show on each certification the name and location of the Work, name and address of Contractor, quantity and

date or dates of shipment or delivery to which the certificate applies, and name of the manufacturing or fabricating company. Certification shall be in the form of letter or company-standard forms containing all required data. Certificates shall be signed by an officer of the manufacturing or fabricating company.

(3) In addition to the above information, all laboratory test reports submitted with Certificates of Compliance shall show the date or dates of testing, the specified requirements for which testing was performed, and results or the test or tests.

3. Submittals:

(1) Certificates of Compliance: Upon completion of the Work, and as a condition of its acceptance, submit to the Architect all Certificates of Compliance.

(2) Make all submittals of Shop Drawings, Samples, requests for substitution, and other items, in strict accordance with this Section.

(3) Submittal Coordination: Coordinate the scheduling of submittals by and with all necessary subcontractors and materials suppliers. Coordinate as required to ensure the submittals do not delay the work.

4. Shop Drawings:

(1) Scale and measurements: Make all Shop Drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the Work.

5. Manufacturer's Literature

(1) Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly indicate which portion of the contents is being submitted for review.

(2) Number of copies required: Submit the number of copies which are required to be returned plus two copies which will be retained by the Architect.

6. Samples

(1) Accuracy of samples: Samples shall be of the precise article proposed to be furnished.

(2) Number of samples required: Unless otherwise specified, submit all Samples in the quantity which is required to be returned plus one which will be retained by the Architect.

(3) Reuse of Samples: In situations specifically so approved by the Architect, the Architect's retained Sample may be used in the construction as one of the installed items.

7. Colors and Patterns

Unless the precise color and pattern is specifically described in the Contract Documents, and whenever a choice of color or pattern is available in a specified products, submit accurate color and pattern charts to the Architect for review and selection.

8. Substitutions

(1) The Contract is based on the standards of quality established in the Contract Documents. All products proposed for use, including those specified by required attributes and performance, shall require approval by the Architect before being incorporated into the Work.

(2) Do not substitute materials, equipment, or methods unless such substitution has been specifically approved for this Work by the Architect.

9. "Equal to"

(1) Where the phrase "equal to" occurs in the Contract Documents, do not assume that materials, equipment, or methods will be approved as equal unless the item has been specifically approved for this work by the Architect.

C. EXECUTION

1. Identification of Submittals

(1) Consecutively number all submittals. Accompany each submittal with a letter of transmittal containing all pertinent information required for identification and checking of submittals.

(2) Internal identification: On at least the first page of each copy of each submittal, and elsewhere as required for positive identification, clearly indicate the submittal number in which the item was included.

(3) Resubmittals: When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new submittal number.

2. Coordination of Submittals

(1) Prior to submittal for approval, use all means necessary to fully coordinate all material including, but not necessarily limited to:

- a. Determine and verify all interface conditions, catalog numbers, and similar data.
- b. Coordinate with other trades as required.
- c. Clearly indicate all deviations from requirements of the Contract Documents.

(2) Grouping of Submittals: Unless otherwise specified, make all submittals in groups containing all associated items to ensure that information is available for checking each item when it is received. Partial submittals may be rejected as not complying with the provisions of the Contract Documents and the Contractor shall be strictly liable for all delays so occasioned.

3. Timing of Submittals

(1) Make all submittals far enough in advance of scheduled dates for installation to provide all time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery.

(2) Architect's Review Time: In scheduling, allow at least 10 calendar days for review by the Architect following his receipt of the submittal.

(3) Delays: Delays caused by tardiness in receipt of submittals will not be an acceptable basis for extension of the Contract completion date.

4. Architect's Review

(1) Review by the Architect shall not be construed as a complete check, but only that the general method of construction and detailing is satisfactory. Review shall not relieve the Contractor from responsibility for errors which may exist.

(2) Authority to proceed: The notations "Reviewed, no exceptions noted" or "Reviewed, exceptions noted" authorize the Contractor to proceed with fabrication, purchase, or both, of the items so noted, subject to the revisions, if any, required by the Architect's review comments.

(3) Make all revisions required by the Architect. If the Contractor considers any required revision to be a change, he shall so notify the Architect as provided for under "Changes" on the General Conditions. Show each drawing revision by number, date, and subject in a revision block on the drawing. Make only those revisions directed or approved by the Architect.

(4) Revisions after approval: When a submittal has been reviewed by the Architect, resubmittal for substitution of materials or equipment will not be considered unless accompanied by an acceptable explanation as to why the substitution is necessary.

SECTION 01500 TEMPORARY FACILITIES AND CONTROLS

A. DESCRIPTION

1. Work included: Work under this Contract includes all necessary temporary items required in good safe construction practice and administration of the project. Any or all of the items may be required in conjunction with Work of permanent nature described in any and all other Sections of the Specifications.

2. All temporary work except as specifically stated shall be removed by time of final acceptance of the project. Temporary facilities and controls required for this work include, but are not necessarily limited to:

- (1) Sanitary Facilities.
- (2) Enclosures such as tarpaulins, barricades and canopies.
- (3) Laying out of work.
- (4) Temporary utilities.

3. Related work described elsewhere:

- (1) Except that all equipment furnished by subcontractors shall comply with all requirements of pertinent safety regulations, the ladders, planks, hoists, and similar items normally furnished by the individual trades in execution of their own portions of the work are not part of this Section.
- (2) Permanent installation and hook-up of utility lines will be completed under the Phase I of the project and will not be included in this Contract.

B. PRODUCT HANDLING

Use all means necessary to maintain temporary facilities and controls in proper and safe condition throughout progress of the work.

C. JOB CONDITIONS

1. Laying out of work:

- (1) Contractor shall only use qualified personnel to lay out all lines and levels for all the work. Responsibility for accuracy of layout is the responsibility of the Contractor.
- (2) Information shown for utilities, property lines, and similar items on the site are from data furnished to the Architect, but he assumes no responsibility for completeness or correctness of same. Each contractor shall verify all such information before proceeding with any work affected thereby.

(3) Each contractor shall verify and correct all measurements and other information given for work in place, and for new work in connection with same and he shall be solely responsible for rectifying any difficulties or discrepancies arising from his failure to do so. All corrections or adjustments shall be reported to the Architect and shall be subject to his approval.

2. Protection of Adjacent Facilities and Property:

(1) Contractor shall continuously maintain adequate protection of all his equipment from damage and shall protect Catoctin Historical Society property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss and he shall adequately protect adjacent property as provided by law and Contract Documents.

(2) Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hoist hoists, wall holes, scaffolding, window openings, stairways and falling materials.

3. Safety Precautions:

(1) Signs of Warning or whatever devices he may deem necessary to properly mark hazards and obstructions.

4. Lifting devices for materials: Supply all cranes, lifts, hoists, etc., for the proper and efficient movement of all materials. All shall be provided with proper guys, bracing, safety devices, etc., as required by law and/or good practice. Provide signs warning of any hazards created.

5. Scaffolds: Provide substantially constructed scaffolds at proper heights and/or appropriate strength and size to accommodate the work of the various trades.

6. Temporary Floors: Where necessary for ease and safety of construction.

7. Pumps, ditches, etc., for the maintenance of water free excavation: Provide and maintain if required to complete work.

8. Protection of work, storage and transportation of materials:

(1) Sheds and Platforms: Waterproof shelter must be provided for the storage of cement and all other materials subject to spoilage. Lumber must be stored off the ground and kept dry. Platforms must be provided for the storage of cut stone and other materials likely to be stained if improperly stored.

(2) Protecting work in place: Provide all necessary protection of completed work to prevent any and all damage.

9. Temporary door and window closures:

Provide as necessary to protect the work of various trades and the property (building) from theft and damage.

a. Temporary plywood closure shall be installed over all openings if the provision of windows and doors does not become a part of this Contract.

10. Water: It shall be the Contractor's responsibility to furnish water supply for the various trades as required.

11. Electricity: Furnish and install all necessary temporary wiring and upon completion of work, remove all such temporary facility.

a. The Contractor will furnish all electricity needed for construction and all operations included in the work.

b. Heating: Provide and maintain all heat needed for proper conduct of all operations included in the work.

12. Contractor's Facilities: Provide temporary sanitary facilities as required for use of all personnel. Maintain in a sanitary condition at all times. Provide and maintain a suitable sanitary privy for the use of workmen; to be removed and the premises left clean at project completion.

Log House Plans - Phase 2

Sheet A-4 Front porch elev.
"Existing Stone Field"

There are no existing stone fields
(also ref Sheet A-1 plan 1)

SECTION 01720 PROJECT CLOSEOUT

A. DESCRIPTION

1. Information Books:

- (1) Descriptive manuals supplied by the manufacturer for any equipment furnished and installed under this Contract.

2. Final Cleaning: In addition to general broom cleaning and subcontractor's cleaning, perform the following final cleaning for all trades at completion of work.

- (1) Remove marks, stains, fingerprints and other soil or dirt from painted surfaces.
- (2) Remove temporary protections.
- (3) Thoroughly clean floors.
- (4) Immediately remove equipment, tools, scaffolding and surface materials, leaving all parts of the project completely clean on interior and exterior.

3. Warranties and Guarantees: The following warranties and guarantees as required by the Owner, are applicable:

- (1) The General Contractor's one year guarantee on labor, materials, and equipment.
- (2) Electrical Contractor's one year guarantee for labor, materials, equipment and fixtures.
- (3) Plumbing Contractor's one year guarantee for labor, materials, equipment and fixtures.
- (4) Shingle roof - manufacturer's 30 year warranty for materials and Contractor's one year guarantee for labor.
- (5) Manufacturer's one year guarantee for windows.
- (6) General Contractor is required to furnish all warranties and guarantees, for transmittal to the Owner upon completion of the project.

DIVISION 2 SITE WORK

SECTION 02100 DEMOLITION

A. DESCRIPTION

1. Work Included: Demolition and removal work includes but is not necessarily limited to the following:

- (1) Removal of debris on second floor of house.
- (2) Removal of existing flooring and floor joists and the wood flooring at the attic left level which needs replacement.
- (3) Removal of existing interior partitions on second floor.
- (4) Removal of existing stairs.
- (5) Removal of existing roofing.
- (6) Removal of deteriorated materials.
- (7) Removal of wood double-hung 6/6 wood windows, doors, trim, etc. as required.

B. CLEANUP

1. Remove all debris and materials that are not to be reused or kept by the Owner; reinstalled or salvaged; from the site.
2. The site shall be maintained in a clean and neat manner during work on the project.
3. Prior to removal of original wood chairrail, baseboard, trim, etc., review removal and salvage of materials with Architect.

DIVISION 3 CONCRETE

SECTION 03100 FORMWORK, REINFORCEMENT AND CAST-IN-PLACE CONCRETE

A. DESCRIPTION

1. Work included: Provide form work reinforcement and cast-in place concrete in accordance with the provisions of this Section for all cast-in-place concrete shown on the Drawings or required by other Sections of these Specifications.

2. Design of formwork is the Contractor's responsibility.

3. Standards: Comply with all pertinent provisions of ACI 347.

B. PRODUCTS

1. Forms and Form Materials

(a) Construct formwork for concrete concealed from view with boards of sound grade and sufficient thickness to withstand pressure of newly placed concrete without excessive and objectionable bow or deflection.

(b) Earthforms: Side forms of footings may be omitted and concrete placed directly against excavation only when requested by Contractor and accepted by Architect. When omission of forms is accepted by the Architect, provide additional concrete 2.5 cm (1") on each side of the minimum design profiles and dimensions shown.

2. Reinforcement: Provide complete all steel required for reinforcement of cast-in-place concrete.

(a) Reinforcement Bars: Comply with ASTM A615 Grade 40.

3. Cast-In Place Concrete:

(a) Throughout the progress of installation of work of this Section, provide at least one person who shall be thoroughly familiar with the skills necessary to direct all work performed under this Section.

(b) In acceptance or rejection of work performed under this Section, the Architect will make no allowance for lack of skill on the part of workmen.

(c) Concrete Mixtures: The concrete mixtures shall be designed by and determined in conformance with ACI Standard 318, Section 502, Method I, using materials to obtain the minimum compressive strength at 28 days as listed below and with the physical properties noted thereafter.

<u>Compr. Strength 28 Days</u>	<u>Max. Aggr. Size Inches</u>	<u>Mix Cement (94# Bag)</u>	<u>Max. Slump Inches</u>	<u>Primary Use</u>
3000	1 1/2	5 1/2	3-4	Building Foundations
3000	1	5 1/2	3-4	Interior Slabs
3500	1	5 1/2	304	Site Concrete

(1) Concrete shall be composed of Portland Cement, fine aggregate, coarse aggregate, and water. Admixtures shall be used where herein specified.

C. EXECUTION

1. Place concrete in compliance with practices and recommendations of AC.I 304 and 301 and herein specified.

2. Do not use concrete which becomes non plastic and unworkable, does not meet required quality control limits or has been contaminated by foreign materials.

DIVISION 4 MASONRY

SECTION 04100 STONE AND MORTAR WORK BETWEEN LOGS

A. DESCRIPTION

1. Work Included: New stonework for new stone piers for front porch supports and stone treads under wood steps at rear entrance doors and front porch. Interior remortaring between logs.
2. Match the existing mortar in color and texture as closely as possible in the new work.
3. Stone is available on the site to complete the above work. It matches the stone used in the stone foundation work completed under Phase I of the project.

B. QUALITY ASSURANCE

1. Qualifications of workmen: Use only skilled workmen who are trained and experienced in this trade and are completely familiar with the specified requirements and methods needed for proper performance of the work of this Section.

C. MATERIALS

1. Lime: Shall conform to ASTM C207, Type S, Hydrated lime for masonry purposes or Fed. Spec. SS-L-351B.
2. Cement: Shall conform to ASTM C150, Type I or II or Fed. Spec. SS-C-192G(3). It shall not have more than 0.60: alkali (sodium oxide) or not more than 0.15% water soluble alkali by weight (in the combination of lime and cement).
3. Sand: Shall conform to ASTM A144 or Fed. Spec. SS-A-281B (1) para. 3.1.
4. Water: Shall be clean and free from deleterious materials.
5. Mortar Mix: (Pointing and mortaring of stone and brick work)
 - (1) 1 bag hydrated lime
 - (1/4) bag white Portland cement
 - (3) cubic feet of sand to match the original sand (Use Mellott bank sand which is brown in color; or any local sand from area that is brown and buff in color).

D. EXECUTION

1. Joints: Match joints in existing stonework; using a concave type joint.
2. Cleaning: Keep all masonry work clean as work progresses. Clean with clear water and bristle brushes only.

3. Environmental Conditions: Stone masonry work shall not be performed when the temperature is below 40 degrees F., except by approval; in which case satisfactory methods of heating materials before laying and protection of work from freezing will be provided to the satisfaction of the Architect.

<u>WORK DAY TEMPERATURES</u>	<u>CONSTRUCTION REQUIREMENTS</u>	<u>PROTECTION REQUIREMENTS</u>
Above 40°F	Normal masonry procedures.	Cover walls with plastic or canvas at end of work day to prevent water entering masonry.
40°F to 32°F	Heat mixing water to produce mortar temperatures between 40°F and 120°F.	Cover walls and materials to prevent wetting and freezing. Covers should be plastic or canvas.

4. Mortar Work between logs

(1) Preparation: Remove any deteriorated mortar from between logs. Cut and install rigid insulation between exterior and interior face of logs.

(2) Wood Struts: New 2" x 4" wood struts shall be placed and secured between logs for intermediate support in lieu of existing chinking.

(a) Wood struts shall be placed 24" o.c.

(3) Expanded metal wire lath shall be nailed in place between logs to receive new mortar.

(4) Rigid Insulation to be installed before metal lath and mortar installed.

(5) Mortar: Consult Architect for interior mortar mix to be installed between the logs.

DIVISION 4 MASONRY

SECTION 04220 CONCRETE UNIT MASONRY

A. DESCRIPTION

1. Work Included: Concrete unit masonry required for this work is indicated on the Drawings.

2. Related work described elsewhere:

(1) Formwork, Reinforcement and Cast-In-Place Concrete Section 03100.

(2) Stone Section 04100.

B. QUALITY ASSURANCE

1. Qualifications of Workmen:

(1) Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

2. Codes and Standards: Comply with all pertinent codes and regulations.

C. PRODUCT HANDLING

1. Protection: Use all means necessary to protect the materials of this Section before, during and after installation and to protect the work and materials of all other trades and the existing structure.

2. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

D. PRODUCTS

1. Concrete Blocks

(1) Standard blocks shall be the sizes indicated on the Drawings, light gray or neutral color, and shall conform to the requirements of ASTM C90, open end, grade N-1 standard weight hollow load bearing units.

(2) Solid load-bearing unit masonry shall conform to ASTM C145.

2. Mortar: All mortar for concrete block shall conform to ASTM C-476 and shall have a compressive strength of 1800 psi in 28 days.

3. Other materials: All other materials, not specified or specifically described but required for a complete and proper installation of the work of this Section.

4. Reinforcement: Provide and install horizontal wire reinforcement equal to Dur-O-Wall in block courses as required:

E. EXECUTION

1. Coordination: Carefully coordinate with all other trades to ensure proper and timely completion of the work; and to insure adequate interface of the work of other trades with the work of this Section.

3. INSTALLATION

(1) General: Lay up all walls in running bond, plumb, level, and true to the lines and dimensions shown on the Drawings. Do not use chipped or broken units. If any such units are discovered in the finished wall, the Architect may require their removal and replacement with new units at no additional cost to the Owner.

(2) Dampening:

a. Wetting the units will not be permitted, except when hot and dry weather exists causing the units to be warm to the touch, and then only the surface may be wetted with a light fog spray.

(3) Laying Up:

a. Solid masonry shall be laid with both head and bed joints filled solid with mortar. Use a minimum of 8" of solid masonry under all bearings.

b. Place all units in mortar with full shoved bed and head joints.

(4) Reinforcement:

a. Prepare concrete masonry unit walls with necessary ties, etc., to receive stone work.

DIVISION 6 WOOD AND PLASTICS

SECTION 06100 - LUMBER AND ROUGH CARPENTRY

A. DESCRIPTION

1. Work Included: Provide all wood, nails, bolts, screws, anchors, and other rough hardware and all other items needed for rough and finished carpentry work as shown on the Drawings, described herein and as required.

(1) Replacement of floor joists, roof rafters, lathing, interior partitions, deteriorated structural members, beams, columns, etc.

2. Qualifications of Workmen: Provide sufficient workmen and a supervisor who will be present at all times who shall be thoroughly familiar with this type of work. The Owner will make no allowance for lack of skill on the part of workmen.

B. PRODUCT HANDLING

1. Use all means necessary to protect lumber materials during and after delivery to job site. Protect the installed work and materials of all other trades.
2. Do not allow installation of damaged or otherwise non-complying materials.
3. In the event of damage immediately make all repairs or replacements necessary to the approval of the Owner and at no additional cost to the Owner.
4. Carefully protect newly laid flooring and all existing portions of the structure throughout the duration of the project.

C. MATERIALS

- | | |
|--|--|
| 1. Sills and plates: | Foundation grade or pressure treated Douglas Fir |
| 2. Studs: | Construction Grade Douglas Fir-Hemlock S.P.F. |
| 3. Posts and beams: | Douglas Fir-larch, Structural Grade Number 1 |
| 4. All horizontal framing members, joists, lintels & roof rafters: | Douglas fir-larch, Construction grade Number 3 |
| 5. All other vertical framing members: | Douglas Fir-larch, Standard or better. |

6. Wood lath: To match existing plaster lath and as required for roof roof shingle installation.
7. Exterior wood trim: Premium grade northern White Pine
8. Exterior Stairs: Pressure treated fir
9. Building Paper Sisal Kraft "Orange Label" waterproof or 15# asphalt-saturated rag felt conforming to ASTM D226.
10. Flooring: Randon width premium white pine with T&G edge.
11. Wood preservative: Except where pressure treatment is specified; treat all exterior millwork brush-coat cut surfaces of pressure treated lumber.
12. Nails:
- a. Other materials: All other materials not specifically specified or described but required for a complete and proper installation as indicated on the Drawings.
 - b. Preservative treatment: Except where pressure treatment is specified, dip treat all exterior millwork, the new stair parts, the wood components of the new front porch.
13. Wood Siding: Premium Grade white poplar beveled lapped siding with 3/8" bead on lower edge.
14. Treat all exterior millwork with preservatives and brushcoat cut surfaces of pressure - treated lumber.

SECTION 06400 ARCHITECTURAL WOODWORK

A. DESCRIPTION

1. Work included: Provide all architectural woodwork shown on the Drawings, specified herein and as required, complete in place.
(See Drawings)

(1) Exterior wood stairs at both doors on east elevation. Steps to have carriages, treads and risers.

(2) Wood T&G Batten doors, interior and exterior, with bead run on face of T&G boards; provide random width boards; also wood six panel doors (interior and exterior).

(3) Exterior and interior window and door trim; (3) inches wide with a (3/8) inch bead run on inside edge and on lower edge of window sill apron.

(4) Wood 6/6 double-hung window sash, glass and glazing, sills stops, etc., for a complete and weathertight installation. Provide locking hardware on windows.

(5) Restoration of (1) existing wood fireplace mantle and provision of new replacement mantle board in kitchen 1.

(6) Provision and installation of other woodwork; chair rails, wall peg boards, beaded board partitions; baseboards, stairs, handrails, porchposts, skirtboards, etc.

2. Qualifications of installers: Use skilled workmen who are thoroughly trained and experienced in the necessary crafts and methods required for performance of work under this section.

B. MATERIALS HANDLING

1. Use all means necessary to protect materials of this Section before, during and after installation and materials of other trades.

2. Replacements: In the event of damage immediately make all repairs and replacements necessary to the approval of the Owner and at no additional cost to the Owner.

C. MATERIALS

1. Architectural trim: Replacement trim shall match profile and design of the existing trim. Profiles and sizes shown on the Drawings are to be used for fabrication purposes and installed where indicated on the Drawings.

(1) All work in this Section to be treated with preservatives and to receive a paint finish.

(2) Do not back-prime window and door frames prior to installation.

(3) Finish Hardware: An allowance of \$1,500.00 shall be provided for provision of door hardware only. The Contractor shall include installation of hardware in his base bid for the work.

D. EXECUTION

1. Fabricate and install work of this Section in strict accordance with the design of the existing work where possible of indicated to do so.
2. When and if questions arise regarding the work of this Section, contact the Architect for clarification before proceeding with the work.

DIVISION 7 THERMAL AND MOISTURE PROTECTION

SECTION 07200 BUILDING INSULATION

A. DESCRIPTION

1. Work included: Provide all building insulation required for this work including, but not necessarily limited to:

(1) Insulation under first floor at crawl space.

(2) Attic floor: To be installed prior to installation of attic floor.

(3) Exterior log walls

a. Between exterior and interior mortar between logs.

2. Product Handling:

(1) Protection: Use all means necessary to protect the materials of this Section before, during, and after installation and to protect the work and materials of all other trades.

(2) Delivery and storage: Deliver materials to the job site and store in a safe dry place with all labels intact and legible at time of installation.

(3) Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

B. PRODUCTS

1. Insulation Materials

(1) General: Acceptable manufacturers shall be Owens/Corning, Johns Manville and Cellotex Corporation.

(2) Floor Insulation: At first floor crawl space; install Kraftfaced glass fiber batts having a thermal resistance. A thermal resistance of R-19.

(3) Roof Insulation: At all roofs where so indicated on the Drawings and as required; provide Kraftfaced fiber glass batts having a thermal resistance "R"-38; insulation only.

(4) Insulation between logs: (1) Thickness of foil-faced rigid insulation with an R-7.2.

C. EXECUTION

1. Inspection: Examine the areas and condition under which work of the Section will be installed. Correct conditions detrimental to proper and timely completion of the work. Do not proceed until unsatisfactory conditions have been corrected.

2. Installation: Except as otherwise specifically directed by the Architect, install all building insulation in accordance with the current edition of manufacturers printed application instructions.

(1) Batt insulation shall fit all framing spaces including areas between joists and outside headers, behind electrical outlets and piping and other areas in such a way as to form a complete insulating blanket around the headed areas of the structures.

(2) Flanged blankets shall be positioned and recessed as specified by manufacturer for the particular use and vapor barriers shall be on the inside (heated side) of the insulation blanket.

SECTION 07500 WOOD SHINGLES

A. DESCRIPTION

1. Work included: Provide all work and materials needed for a complete and proper installation of the shingle roof work.

2. Related work described elsewhere:

- | | |
|--------------------------------|---------------|
| (1) Sealants and caulking | Section 07950 |
| (2) Flashing and Sheet Metal | Section 07600 |
| (3) Lumber and rough carpentry | Section 06100 |

B. QUALITY ASSURANCE

1. Qualifications of personnel:

(1) Throughout progress of the work of this Section, provide at least one person who shall be thoroughly familiar with the specified requirements, completely trained and experienced in the necessary skills, and who shall be present at the site and shall direct all work performed under this Section.

(2) In actual installation of the work of this Section, use adequate numbers of skilled workmen to ensure installation is in strict accordance with the approved design and recommendations of the materials manufactured.

C. SUBMITTALS

1. Samples:

(1) Shingles: Submit samples for Architect's approval.

2. Manufacturer's literature: Material description and recommended installation procedures.

D. PRODUCT HANDLING

1. Protection: Use all means necessary to protect the materials of this Section before, during and after installation and to protect the work and materials of all other trades.

2. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

3. Product, Deliver, Storage and Handling:

- (1) Deliver materials with manufacturer's labels intact and legible.
- (2) Deliver materials in sealed packages with Underwriter Laboratories, Inc., labels.
- (3) Store materials on raised platforms and protect with coverings at out door locations.
- (4) Do not stack bundles of shingles more than 4 foot high.
- (5) Store rolled goods on end.

E. PRODUCTS

1. Materials:

(1) Shingles: Contractor shall provide and install No. 1 Blue Label Certigroove red clear shingles, 18" long "Perfections", treated by the Koppers Company to achieve a Class C rating. Shingles shall be 5 1/2" to the weather, nailed to wood lath strips, shingles shall not exceed 6" in width and shall be installed in accordance with manufacturers instructions. Roofing of porches shall be similar to roofing on main house.

2. Accessories:

(1) Metal Flashing: Contractor shall provide and install 16 ounce copper at intersections of roofing with vertical surfaces, such as chimney and porch roofs and at a roof ridge as shown on drawings.

(2) Accessory shingles: As required

(3) Wood Lath nailing strips shall be applied according to the manufacturers recommendations for installing wood roof shingles.

3. Other materials: All other materials, not specifically described but required for a complete and proper installation of the work of this Section shall be provided.

F. EXECUTION

1. Inspection: Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to the proper and timely completion of the work. Do not proceed until unsatisfactory conditions have been corrected.

2. Installation:

- (1) Do not install shingles on wet surfaces.

(2) Assure that all surfaces to which shingles are to be applied are uniform, smooth, sound, clean, dry and free from irregularities.

(3) Verify that installation of metal flashings for the work of other trades that penetrate the roof have been completed.

(4) Nail metal drip edge along bottom edge and to the sides (rake).

(5) Flashing shall be provided in strict accordance with manufacturer's recommendations for individual conditions.

(6) Nailing and fasteners: Install in strict accordance with manufacturer's recommendations and specifications.

3. Application: Shingles shall be applied in strict accordance with manufacturers recommendations and specifications.

(1) Nailing instructions: Shall be provided in strict accordance with the manufacturer's specifications.

4. Adjustment: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

G. WARRANTY

Provide Owner with a (30) year warranty for the work described in this Section and shown on the Drawings; at no cost to the Owner with contractor's one year guarantee for labor.

SECTION 07600 FLASHING AND SHEET METAL

A. DESCRIPTION

1. Work included: Provide all flashings, counter flashings and sheet metal not specifically described in other Sections of these Specifications but required to prevent penetration of water through exterior shell of the building.

Related work described elsewhere:

- | | |
|-----------------------------|---------------|
| (1) Wood shingle roofing: | Section 07500 |
| (2) Architectural Woodwork: | Section 06400 |

B. QUALITY ASSURANCE

1. Qualifications of manufacturer: Products used in the work of this Section shall be produced by manufacturers regularly engaged in manufacture of similar items and with a history of successful production acceptable to the Architect.

2. Qualifications of installers: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

C. SUBMITTALS

1. The manufacturer's recommended installation procedures, when approved by the Architect, will become the basis for inspecting and accepting or rejecting actual installation procedures used on the Work.

D. PRODUCT HANDLING

1. Protection: Use all means necessary to protect material of this Section before, during and after installation and to protect installed work and materials of all other trades.

2. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

E. PRODUCTS

1. Materials and gauge: Where sheet metal is required, and material or gauge is indicated herein or on the Drawings, provide the highest quality and gauge commensurate with the referenced standards.

(1) Exposed Metal Flashing: Exposed flashing shall be equal to "Nervastral" 600 (62 mil) flashing and installed in strict accordance with manufacturer's written instruction.

- a. All visable flashing shall have finish or shall be field painted. Color to be selected by the Architect.

(2) Unexposed flashing: Wall, sill, and head flashing shall be equal to "Nervastral" HD (20 mil) flashing and installed as per Drawings, and/or manufacturer's written instructions.

(3) Fabric Plastic Flashing material shall consist of 3 ounce electrolytic sheet copper bonded, bonded both sides to asphalt saturated cotton fabric with an asphalt mastic and the entire assemblage crimped the full sheet width.

(4) Other materials: All other materials, not specifically described but required for a complete and proper installation of this Section, shall be new, first quality of their respective kinds, and as selected by the Contractor subject to the approval of the Architect.

(5) Accessories: Provide and install all sheet metal and flashing accessories as required.

F. PRODUCT HANDLING

1. General: Sheet metal items shall be carefully handled to prevent damage to the surfaces, edges and ends and handled to prevent damage to the surfaces, edges and ends and shall be stored at the site above the ground in a covered, dry place.

G. EXECUTION

1. Inspection: Examine the areas and conditions under which work of this Section will be installed. Correct conditions detrimental to the proper and timely completion of the work. Do not proceed until unsatisfactory conditions have been corrected.

2. Workmanship

(1) Flashings shall be installed at intersections of roof with vertical surfaces and at projections through the roof.

3. Fabric Flashing:

(1) Horizontal masonry surfaces. Install material in bed of fresh mortar above and below the flashing or set in trowel coat of mastic with mortar bed over. Turn up on inside vertical surfaces at least 2" where required.

(2) Heads and sills: Install material 1/2 inch in from exterior wall face, through the wall and turn up on inside vertical surfaces at least 2 inches. All sill flashings shall be turned up at corners to a pan.

(3) Joints: Joints shall be spliced (splitting the plies) and lapped a minimum of 4 inches with the contacting surfaces coated with mastic the full length and width of all joints.

(4) Punctures through fabric flashing shall be completely sealed with asphalt mastic.

SECTION 07950 - SEALANTS AND CAULKING

A. DESCRIPTION

1. Work included: Throughout the Work, caulk and seal all joints where shown on the Drawings and elsewhere as required to provide a positive barrier against passage of air and passage of moisture.

B. QUALITY ASSURANCE

1. Standards: Comply with standards specified in this Section as listed in Section 01310.

2. Qualifications of manufacturers: Products used in the work of this Section shall be produced by manufacturers regularly engaged in manufacture of similar items and with a history of successful production acceptable to the Architect.

3. Qualifications of installers: For caulking and installation of sealants throughout the Work, use only personnel who have been specifically trained in such procedures and who are completely familiar with the joint details shown on the Drawings and the installation requirements called for in this Section.

C. PRODUCT HANDLING

1. Delivery and storage: Deliver all materials of this Section to the job site in the original unopened containers with all labels intact and legible at time of use. Store only under conditions recommended by the manufacturers. Do not retain on the job site any material which has exceeded the shelf life recommended by its manufacturer.

2. Protection: Use all means necessary to protect the materials of this Section before, during and after installation and to protect the work and materials of all other trades.

3. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

D. PRODUCTS

1. Sealants

a. General: Acceptable manufacturers are GE Silicone Trencó Mono, 3M Weatherban or Sonneborn Sonac

b. Caulking compounds:

(a) Polymer emulsion compound:

1) the sealant shall be so formulated as to be capable of meeting or exceeding the performance in the field of the American Standards Association's latest edition, ASA 116.1 and/or Federal Specification TT-S-00227 latest edition.

(b) Polysulfide base compound: Shall meet the requirements of Federal Specification TT-S-227b, and American Standard Specification A-116.1 - 1960 and, in addition, the completed mix shall be of such formulation that the compound shall permanently adhere to any specific surface and/or combination of surfaces to which it is applied.

c. Colors: Colors for each sealant installation will be selected by the Architect from standard colors normally available from the specified manufacturers.

(a) In concealed installations, and in partially or fully exposed installations where so approved by the Architect, standard gray or black sealant may be used.

2. Primers: Use only those primers which are nonstaining, have been tested for durability on the surfaces to be sealed, and are specifically recommended for this installation by the manufacturer of the sealant used.

DIVISION 9 FINISHES

SECTION 09150 GYPSUM PLASTER

A. DESCRIPTION

1. Work included: Lath and plaster required for this work is limited to interior walls and ceilings in the existing dwelling. Patching, relathing and replastering work will be required where cracking, moisture damage, loose plaster, alteration of openings, etc. has occurred prior to work under this Contract or necessitated by work under this Contract.

B. PRODUCTS

1. Plastering accessories:

(1) Metal plastering accessories: All screeds and other metal accessories shall be standard shapes for their intended use and shall be fabricated from 26 gauge or heavier hot-dipped zinc galvanized steel prime-coated and coated with a protective material to permit removal of overspray at completion of plastering.

(2) Wood lath: Provide wood lath to replace existing damaged wood lath in areas where metal lath or lathing board would not be feasible.

(3) 3/8" Rocklath or 1/2" Imperial Plaster Base: To be applied where old plaster and wood lath completely removed.

2. Plaster:

(1) Base coat plaster: Red Top Wood Fiber Plaster (1 cu.ft. of sand per 100 lbs. of plaster).

(2) Lime: Lime used for plaster shall be dry hydrated lime conforming to ASTM C206. Lime putty shall weigh no more than 131 kg. per cu. m (83 lbs. per cu.ft.)

(3) Aggregate: Sand used for plaster shall be clean and well-graded from coarse to fine and shall conform to ASTM C 144. Use fine river sand if available; as coloring more suitable for restoration plaster work.

(4) Gauging Plaster: Red Top Keenes Cement.

(5) Water: Shall be clean and free from deleterious amounts of acid, alkali and organic materials.

C. EXECUTION

1. Inspection: Examine the areas and conditions under which the work under this section will be performed. Correct conditions

detrimental to proper and timely completion of the work. Do not proceed until unsatisfactory conditions have been corrected.

2. Installation: Carefully coordinate with all other trades. Ensure full and ample provision in the work of other trades to accept the work of this section.

3. Plastering: Perform all mixing, plastering and plaster curing in strict accordance with provisions of the reference standards and as described herein.

(1) Scratch Coat: Red Top Wood Fiber Plaster by USG (1 cu.ft. of sand per 100 lbs. of plaster). Apply the scratch coat with sufficient material and force to form good keys; embedding and filling all spaces of the netting, spaces between the wood lath strips and then cross-rake to receive brown coat.

(2) Brown Coat: Do not apply the brown coat sooner than 48 hours after installation of the scratch coat. Apply the brown coat to the scratch coat. Bring out to the grounds, straighten to a true surface and leave suffuciently rough to ensure adequate bond of the finish coat.

(3) Finish Coat: Do not apply the finish coat sooner than seven days after installation of the brown coat. Finish coat to have a trowel finish and to be smooth and even.

(a) Apply the finish coat over a set base coat that has been broomed and is partially dry. Spray with water if surface is too hard but do not soak. Scratch-in a thin coat and then double-back with a second coat to a true surface. Trowel with water to a smooth, glossy finish free from blemishes. Continue troweling until finish has set.

(b) Finish plaster: 100 lbs. Keenes Cement, 100 lbs. Lime, 400 lbs. sand.

4. Contractor shall determine whether two or three coats are needed to level the new and existing plaster work. It is assumed (3) coats will be required.

5. Wood lath: When existing wood lath is being reused in areas where patching is required; vigorously scrub lath with a wire brush to remove dirt and plaster. Repeatedly spray lath with water over a period of several hours prior to plastering. Renail loose lath.

6. Replastering: Where the old last and plaster are removed, apply 3/8" Rock lath or 1/2" Imperial Plaster Base directly to wood joists with wood screws or nails. Use 5d nails 6" o.c. or USG Type "S" screws 1". Replaster ceiling in the same manner as for new work; following all applicable specifications.

D. CLEANING AND PROTECTION

1. In addition to other protection, protect all adjacent finished surfaces from plaster work. Promptly remove all traces of spilled and splashed plaster.

SECTION 09900 PAINTING

A. DESCRIPTION

1. Work Included: Paint and finish all exterior and interior surfaces; new and existing work as required; such as new wood windows, also new interior surfaces such as plaster walls & ceilings, wood trim, doors, windows and the finishing of wood floors; both new and existing and new stairs, etc.

(1) Priming existing millwork where old paint removed to surface of raw wood and all new work.

(2) Thoroughly prepare all existing and new wood surfaces to receive paint and or any other finish described under this section.

2. Related work described elsewhere:

(1) Priming of all new millwork to be installed.

(2) Preservative treatment of new and existing millwork as described herein and on the Drawings.

3. Definitions: The term "paint" as used herein means all coating systems materials including primers, emulsions, enamels, sealers, fillers, stains, polyurethane floor finishes and other applied materials whether used as prime, intermediate or finish coats.

B. SUBMITTALS

1. Samples: Following selection of colors and glosses by the Architect, submit samples for the Architect's review.

(1) Provide two samples of each color and each gloss specified.

C. JOB CONDITIONS

1. Surface temperatures: Do not apply solvent-thinned paints when the temperature of surfaces to be painted and the surrounding air temperatures are below 45 degrees F, unless otherwise permitted by the manufacturer's printed instructions as approved by the Architect.

2. Weather conditions: Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85%, or to damp or wet surfaces; unless otherwise permitted by the manufacturer's printed instructions as approved by the Architect. Applications may be continued during inclement weather within the temperature limits specified by the paint manufacturer during application and drying periods.

D. PRODUCTS

1. Paint Materials: Acceptable manufacturers are: PPG, Glidden, Duron, Pratt and Lambert, Martin Senour or equal.

2. Surface Preparation:

- (1) The painting Contractor shall review the work with the Architect prior to beginning any work.
- (2) Clean each surface to be painted prior to applying Paint or surface treatment.
- (3) Remove oil and grease with clean cloths and cleansing solvents of low toxicity.
- (4) Schedule the cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet newly painted surfaces.
- (5) Smooth all finished wood surfaces exposed to view using the proper sandpaper.
- (6) Preparation of Wood Floors:

(a) To be sanded and to receive a toned stain finish to be selected by the Architect. It is the intent to give the new flooring material the appearance of "age" and use.

3. Paint Application:

(1) Drying:

(a) Allow sufficient drying time between coats. Modify the period as recommended by the material manufacturer to suit adverse weather conditions.

(b) Oil-base and oleo-resinous solvent-type paints shall be considered dry for recoating when the paint feels firm, does not deform or feel sticky under moderate pressure of the thumb, and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

(2) Brush application: Brush-out and work all brush coats onto the surfaces in an even film. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, and other surface imperfections will not be acceptable.

4. Paint Schedule:

Exterior Gloss Enamel

(1) On wood windows, sash, frames and trim; doors, frames, sales and trim; also rake boards, wood siding, exterior steps, etc. use:

Interior flat wall paint ("FWP"):

(1) On gypsum drywall, use:

- a. First coat: Pigmented PVA sealer
- b. Second coat: Eggshell enamel

Interior semi-gloss enamel ("SG"):

(1) On wood trim, use:

- a. First coat: Pigmented PVA sealer
- b. Second coat: Semi-gloss enamel

Exterior Gloss Enamel

(1) On wood window frames, sash and trim use:

- a. First coat: Pigmented Linseed Alkyd resin primer
- b. Second coat: Linseed alkyd resin Gloss enamel
- c. Third coat: Linseed alkyd resin Gloss enamel

Interior Floor Finish

(1) On sanded floors use:

- a. First coat: Pigmented wood stains
- b. Second coat: Clear satin sealer
- c. Third coat: Polyurethane satin varnish
- d. Fourth coat: Polyurethane satin varnish
- e. Fifth coat: Polyurethane satin varnish

5. Completed work: Contractor will be required to replace any unsatisfactory work caused by improper or defective paint surfaces or workmanship of work under this Section; and at no additional cost to the Owner.