



City of Auburn, Maine

Financial Services

Jill Eastman, Director

www.auburnmaine.gov | 207.333.6601

60 Court Street, Auburn, Maine 04210

October 27, 2022

Request for Proposals

Dear Contractor,

The City of Auburn is requesting interested parties to submit their qualifications and written quotes for the Community Development Department's 2023-010-LA-Hampshire-114. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality the City may determine necessary. The City also reserves to itself the exclusive right to accept any proposal when it is deemed by the City to be in its best interest. The City of Auburn is governed by Title 1 M.R.S.A. § 401-410, otherwise known as the Freedom of Information Act, which considers bid specifications as public documents. In awarding any proposal, the City may consider, but not be limited to, any of the following factors: Contractor qualifications, price, experience, financial standing with the City, warranties, references, bonding, delivery date, and service of Contractor. Vendors/Contractors shall be current on all amounts due to the City of Auburn prior to the City entering into any contractual agreement.

Proposals will not receive consideration unless submitted in accordance with the following instructions to Contractors.

Please mark sealed envelopes plainly: 2023-010-LA-Hampshire-114.

Questions regarding this Request for Bids should be directed to Kevin Bean, Community Development - Lead Coordinator, at (207) 333-6601 ext. 1337.

Please submit your proposal to the City of Auburn by 12:00 p.m. **Wednesday, November 9th, 2022.** Proposals will be opened at 12:30 p.m. Proposals must be delivered to **Derek Boulanger, Purchasing Agent, 60 Court Street, Auburn, Maine 04210** on or before the date and time appointed. No proposals will be accepted after the time and date listed above. *There will be a mandatory bid walk-through at the project location on **Wednesday November 2nd at 12:00 pm.***

Sincerely,

Derek Boulanger

Facilities Manager/Purchasing Agent

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CONDITIONS AND INSTRUCTIONS TO CONTRACTORS

All Contractors submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. Contractors shall use the enclosed bid form for quotations. Whenever, in bid forms, an article is defined by using a trade name or catalog number, the term "or approved equal", if not inserted, shall be implied.
2. Submit a separate unit price for each item unless otherwise specified in the bid request. Awards will be made on a basis of each item, or as a group, whichever is in the best interest of the City. Prices stated are to be "delivered to destination".
3. Bids will be opened publicly. Contractors or representatives may be present at the bid opening.
4. Awards will be made to the lowest responsible Contractor, considering the quality of the materials, date of delivery, and cost which meets specifications, and is in the best interest of the City of Auburn.
5. All transportation charges, including expense for freight, transfer express, mail, etc. shall be prepaid and be at the expense of the vendor unless otherwise specified in the bid.
6. The terms and cash discounts shall be specified. Time, in connection with the discount offered, will be computed from the date of delivery at destination after final inspection and acceptance or from the date of correct invoice, whichever is later.
7. The City is exempt from payment of Federal Excise Taxes on the articles not for resale, Federal Transportation Tax on all shipments, and Maine Sales Tax and Use Taxes. Please quote less these taxes. Upon application, an exemption certificate will be furnished with the Purchase Order when required.
8. Time of delivery shall be stated. If time is of the essence, the earliest date may be a factor in the bid award.
9. No contract may be assigned without the written consent of the Finance Director or a designee. The contract shall not be considered valid until a purchase order has been issued to the successful Contractor.
10. Please state 2023-010-LA-Hampshire-114 on the submitted, sealed envelope.
11. The City of Auburn reserves the right to waive any formality and technicality in bids that are deemed best for the interest of the City of Auburn.
12. The City of Auburn may reduce the number of units purchased pursuant to overall prices.
13. Contractor will clearly outline all options that are included in the bid price.
14. All proposals in response to this RFP are to be the sole property of the City of Auburn. Proposers are encouraged **not** to include in their proposals any proprietary information. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy, and all rules, regulations, and interpretations resulting from those laws.
15. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
16. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
17. The proposer agrees that the proposal will remain valid for a period of thirty (**30**) days after the closing date for the submission and may be extended beyond that time by mutual agreement.
18. The City may amend the terms or cancel this RFP any time before the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate, or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

19. The proposer must certify that the personnel identified in its response to this RFP will be the persons assigned to the project. Any additions, deletions, or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
20. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval from the City prior to and during the agreement period.
21. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
22. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
23. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with the responsible proposers.
24. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanations to any RFP selection committee established by the City.
25. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative, or employee of the City participated directly in the proposer's proposal preparation.
26. All responses to the RFP must conform to instructions. Failure to include any required signatures, provide the required number of copies, meet deadlines, answer all questions, follow the requested format, or comply with any other requirements of this RFP may be considered an appropriate cause for rejection of the response.
27. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations, or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the responsible agent for the City.

GENERAL CONDITIONS

1. Equal Employment Opportunity

The City of Auburn is an Equal Opportunity Employer and shall not discriminate against an applicant for employment, an employee, or a citizen because of race, color, sex, marital status, ancestry, status as a veteran, national origin, age, or disability unless based upon a bonafide occupation qualification. Vendors and contractor or their agents doing business with the City shall not violate the above clause or the Civil Rights Acts of 1964. Violations by vendors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract or service to the City of Auburn.

2. Save Harmless

The Contractor agrees to protect and save harmless the owner from all costs, expenses, or damages that may arise out of alleged infringement of patents of materials used.

3. Subcontracting

The Contractor shall not subcontract any part of the work or materials or assign any monies due to it without first obtaining the written consent of the City. Neither party shall assign or transfer its interest in the contract without the written consent of the other party.

4. Warranty

The Contractor warrants that all work will be of good quality, free from faults and defects, and in conformance with the specifications. All work not conforming to these standards may be considered defective. The Contractor agrees to be responsible for the acts and omissions of all its employees and all subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.

5. Safety

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property of their protection from damage, injury, or loss.

The contractor shall comply with MUTCD standards for work signs and with OSHA for employee highway safety equipment.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

- All employees and others on or near the work site.
- Materials and equipment, whether in storage on or off the site, under the care, custody, or control of the Contractor or any of its subcontractors.

The Contractor shall promptly remedy all damages or loss to property of anyone caused in whole or in part by the Contractor, its representatives, agents, employees, or subcontractors, regardless of fault. Failure of the Contractor to remedy the damage or loss promptly shall entitle the City to remedy the damage or loss, to obtain reimbursement for said costs of remedying, and to obtain all costs of collection for reimbursements including, but not limited to, attorneys' fees, directly from the Contractor, or by reducing payment by the amount of damage costs caused by the Contractor.

SCOPE OF WORK

Scope of Services: The scope of work shall consist of complete paint removal, encapsulation, enclosure, and/or whole component removal of lead-based paint hazards as identified in the lead-based paint inspection report. The contractor will be expected to have appropriate professional staffing to accomplish the scope of work within the specified time required by the Community Development Office based on the project needs.

Schedule

All work is to be completed on weekdays during regular business hours, not including any weekends or federal holidays.

Agreement Period

Contractor must guarantee not to withdraw a proposal during the period of 90 days immediately following the due date or until the contract is signed; and that if the proposal is accepted the contractor will accept and perform under the terms of this RFP, the proposal submitted and any subsequent negotiation and resulting contract or change order.

The Contractor shall provide all labor, materials, and equipment necessary to complete the job in a timely fashion. All costs associated with the performance of the contract shall be the sole responsibility of the Contractor.

Work to be Performed

All work shall be done at such times as the Contractor and Community Development Office shall deem appropriate. Work schedule will be coordinated by the Community Development Department as projects are approved. Work shall not begin in any area without specific notification of, and approval by the Community Development Office.

PROGRAM MANAGEMENT

The 2023-010-LA-Hampshire-114 contract shall be managed by the Community Development Department of the City of Auburn. It is expected that invoices for services rendered will be itemized and submitted no less than monthly.

PROPOSAL EVALUATION CRITERIA

The Community Development Office will evaluate proposals and select a contractor based on a combination of the following factors:

- Qualifications and relevant experience on like projects.
- Solid understanding of and ability to demonstrate skills needed to complete the project type being bid on.
- Strong project management abilities.
- Strong attention to detail and excellent problem-solving skills.
- Strong verbal and written communication and data presentation skills, including the ability to effectively communicate with the ACDO team on possible challenges and solutions.
- Quality of references from similar work completed recently, with a proven track record in providing these types, or similar services.
- Reasonableness of cost of associated services requested.

REQUIREMENTS AND FORMAT OF THE PROPOSAL

Contractors responding to this RFP shall submit their proposals, organized and presented as outlined below. Accuracy and completeness are essential. Since the successful proposal will be incorporated into the contract, contractors are cautioned not to make claims or statements to which they are not prepared to commit to contractually.

The Contractor must provide the following with the proposal:

- Business Name, Contact Information, Owner(s)
- Short History of Business (existing customers, experience, specialties, etc.)
- Copies of any applicable certifications
- Proof of Commercial Liability Insurance (listing of City as additional insured will be required)

Letter of Transmittal

The Proposal must consist of a letter of transmittal signed by an individual authorized to bind the Contractor contractually. **It shall:**

- Concisely identify the services offered in the proposal.
- State that the proposal will remain in effect for a period of thirty (30) calendar days after the deadline for submission of proposals.
- Include the name, title, address, telephone number, and email address of one or more contact individuals.
- Include the name, title, address, telephone number, and email address of one or more individuals who are authorized to sign a contract.

Understanding of the Scope of Work

In this section, the Contractor should notify the City of Auburn of any potential difficulties that might arise in implementing the work making sure to include any expected solutions.

Relevant Experience and Client References

In this section, a description of relevant work experience is to be provided, detailing the timeframe over which services were provided to specific clients. Contractors should provide a minimum of three (3) references and indicate the name of the company, contact person, address, telephone number, and role of the contact person in relation to the services provided. Information of relevance to the Scope of Work should be presented to allow the City of Auburn to assess the Contractor's experience.

Qualifications

- History of relevant work experience similar or equivalent to services outlined in the attached work write-up.
- Proposer should have a proven track record of providing similar services for municipal governments or agencies.
- Knowledge of federal and state laws and regulations as well as any relative city ordinance to the project being bid on.
- Proposer must possess the following certificates, licenses, and insurance coverage: HUD Lead-Safe Work Practices Certification or be a licensed Lead Abatement Contractor by the State of Maine Department of Public Health; RRP Certification; and insurance coverage naming the City of Auburn and the property as additional insured for the duration of the project as follows:

Liability Insurance	\$1,000,000 per occurrence / \$2,000,000 Aggregate
Automobile Liability Insurance	\$1,000,000 per Accident, combined single limit (CSL)
Workers' Compensation	Statutory Limits within the State of Maine

Pollution Liability Insurance	\$1,000,000 per Occurrence (or per Claim if Claims Made) / \$1,000,000 Aggregate
Excess General Liability Insurance	Comprehensive general liability umbrella insurance coverage

Cost Schedule

Proposals shall be firm-fixed price. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals.

Since the City may desire to consider the proposer’s experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked “Confidential: Cost Proposal”.

Note: The City is exempt from the payment of excise, transportation, and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

Exceptions and Alternatives

Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals that take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

BID PROPOSAL FORM: 2023-010-LA-Hampshire-114.
Due: 12:00 pm Wednesday November 9th, 2022

To: Derek Boulanger, Purchasing Agent
60 Court Street
Auburn, ME 04210

The undersigned individual/firm/business guarantees the attached pricing for Thirty days (30) from the bid due date. The undersigned submits this proposal without collusion with any other person, individual, firm, or agency. The undersigned ensures the authority to act on behalf of the corporation, partnership, or individual they represent; and has read and agreed to all of the terms, requests, or conditions written herein by the City of Auburn, Maine. By signing this bid form, the firm listed below hereby affirms that its bid meets the minimum specifications and standards as listed above.

Signature _____ Name (print) _____

Title _____ Company _____

Address _____

Telephone No. _____ Fax No. _____

Email Address: _____



City of Auburn, Maine

Business & Community Development

Glen Holmes, Director

60 Court Street | Auburn, Maine 04210

www.auburnmaine.gov | 207.333.6601

October 27, 2022

WORK WRITE-UP PROJECT # 2023-010-LA-Hampshire-114

OWNER / PROPERTY INFORMATION Wu Chun 114 Hampshire Street Auburn, ME. 04210 207-754-8474 Alt Phone _____	CONTRACTOR INFORMATION Company Name _____ Address _____ Phone _____ Signature _____ Title _____
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Add Total from Pg2 + Pg14

Transfer TOTAL from page 2 \$ _____

Transfer TOTAL from page 14 \$ _____

BID TOTAL (to include any and all fees such as permitting fees)

\$ _____

The contractor must inspect the property. Submission of a bid is presumptive evidence that the bidder has thoroughly examined the site and is conversant with the local jurisdiction's requirements. Submission of a bid is presumptive evidence that the bidder fully understood the entire scope of work required and will be responsible for completing the project as defined on specifications provided and explained during the pre-bid meeting for the amount submitted.

LIST ANY SUBCONTRACTORS THAT WILL BE ENLISTED TO PERFORM WORK ON THIS PROJECT. ALL LICENSES, CERTIFICATES, AND COPIES OF INSURANCE MUST ALSO BE ATTACHED.

Contractor _____ Phone _____

Address _____

Contractor _____ Phone _____

Address _____

Contractor _____ Phone _____

Address _____

Contractor _____ Phone _____

Address _____

Lead Design Specifications



Location:

114 Hampshire Street
Auburn, Maine 04210

Owner Information:

Name: Wu Chun
Address: 114 Hampshire Street
Auburn, ME 04210

Design date:

10-14-2022

Prepared by:

Stephanie L Martin, LD-0345 Expires 01/04/2023
Clarity Property Services, LLC
Email: leadinspections@outlook.com

Contractor Information:

Name: _____

Address: _____

Phone Number: _____

After carefully reviewing the following, the applicant(s) and contractor understand and accept the work described herein. Only the work described herein will be performed. ANY and ALL changes to these design specifications must be by written change order and agreed to by all parties following program requirements. **All recommendations are valid for one (1) year and can only be amended or changed by performing a new risk assessment.**

X _____
Contractor Date

X _____
Owner Date

X _____
Owner Date

CONTRACT PRICE: \$ _____

REHABILITATION STANDARDS AND SPECIFICATIONS

SECTION 1 –

GENERAL REQUIREMENT FOR ALL PROJECT SPECIFICATIONS

1. All work performed shall conform to the General Standards herein, DEP Lead Management Regulations (Chapter 424), HUD requirements for Notification, Evaluation, and “Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing receiving Federal assistance” (24 CFR Part 35), EPA Renovation, Repair and Painting Rule, manufactures recommendations, and all applicable Local and State building codes, laws, and regulations. **If no local building code exists, the MUBEC will apply.**
2. Scrape inspections are required for the removal of paint from components (abatement or interim control). Scrape inspections are required for both interior and exterior work prior to the priming and or painting process. If a scrape inspection has not been performed, the Contractor will be required to remove any paint to ensure compliance with this section.
3. Any and all Maine DEP project variances must be approved in writing by the Lead Designer and **The Auburn Lead Program** prior to implementation. **NOTE: Monetary change orders may be required by The City of Auburn.**
4. All measurements are approximate and must be verified by the Contractor. No claim for additional funds due to discrepancies in measurements or quantities shall be honored.
5. All Materials having color or pattern shall be selected by the owner from a standard color/style chart. All colors, styles, and types of materials will be listed in the job specifications prior to contract signing.
6. All installed windows and exterior doors will be Energy Star rated for the Northeast. All windows will have a U-Value of .27 or less. Windows will have full screens. Egress casement windows will have a factory-installed horizontal mullion to give the appearance of a double-hung window. **NOTE: Single-hung windows will require half screens.**
7. All exterior doors installed will be keyed alike (per unit) and include adjustable thresholds and half glass unless otherwise noted in design specifications. Exterior doors will meet Energy Star requirements for the Northeast.
8. Building permits, electrical permits, plumbing permits, and other permits required by local or State authorities shall be obtained by the contractor, and the costs shall be incorporated into the proposal amount submitted by the contractor. The contractor must obtain permits prior to the commencement of work and must provide copies of permits to the Owner and **The City of Auburn** for documentation. Failure to obtain required permits will result in nonpayment of work until the necessary permits are obtained.
9. Workmanship and materials not covered by a manufacturer’s warranty shall be warranted by the Contractors for a period of at least one year from the date of final payment to the contractor. All manufacturer warranties shall be delivered by the Contractor to the homeowner along with the final billing. Manufacturer’s installation instructions, as required by the 2009 ICC Code, shall be available on the job site at the time of inspection.
10. Product information/labeling showing compliance, where required, with Energy Star Ratings shall be provided to the homeowner and **The City of Auburn** prior to installation.
11. All Interim Control work must be performed in accordance with both EPA RRP and HUD Lead-Based Paint regulations as described in 24 CFR Part 35 et al., with the exception that certain

contractors such as electrical, plumbing, roofing, weatherization, and heating specialists may be exempt from using HUD lead safe practices so long as they do not disturb any more than two square feet of painted surfaces per room or a total of 20 square feet of painted surfaces on the exterior. Contractors performing work in accordance with HUD Lead-Based Paint regulations as described in 24 CFR Part 35 et al. must have attended an EPA RRP course taught by a Maine DEP-certified training provider. Lead-safe practices must be employed in all work that disturbs painted surfaces. After completion of all work, the contractor must clean the work area(s) to meet Maine DEP Chapter 424 Lead Dust/Soil clearance standards as follows:

Hard floors and Carpeted floors = 10 micrograms (ug) per square foot (ft²)

Interior Windowsills = 100 micrograms (ug) per square foot (ft²)

Window Troughs = 100 micrograms (ug) per square foot (ft²)

Exterior Porch = 40 micrograms (ug) per square foot (ft²)

Other nonporous surfaces = 10 micrograms (ug) per square foot (ft²)

Five (5) foot radius outside of contained area(s) = 10 micrograms (ug) per square foot (ft²)

Non-play Area Soil = 900 parts per million (ppm)

Play Area Soil = 100 parts per million (ppm)

If dust wipe and/or soil samples do not pass the above standards, the contractor must return to the job site, at his own expense, and clean until these standards are met. Final payment will be withheld until clearance standards are achieved. Costs incurred for an additional site visit and dust swipe sampling costs will be taken from monies due to the contractor. In homes where there are children under 6 years of age, the Owners must, at their own expense, temporarily relocate these children from work areas where paint will be disturbed until the work has been completed and the dust wipe clearance standards shown above have been achieved.

12. The contractor must inspect the property and attend a pre-bid walkthrough. Submission of a bid is presumptive evidence that the bidder has thoroughly examined the site during the pre-bid walkthrough and is conversant with the local jurisdiction's requirements.
13. All materials used in conjunction with this work write-up are to be new, of first quality, and without defects – unless stated otherwise or pre-approved by the owner and Design Consultant in writing.
14. Contractors shall not perform any work, substitute any specified materials, colors, patterns, quantities, or change specified material, qualities, or quantities not listed in the job specifications without a written change order pre-approved by **The City of Auburn**, the owner, and the Lead Design Consultant.
15. All materials shall be installed in full accordance with the manufactures specifications and industry standards for working conditions, surface preparation, methods, testing, and protection.
16. All repaired or newly installed exterior non-pressure treated wood must be sealed, stained, or otherwise protected from the elements following industry standards.
17. Walls and attached components shall be identified with the letters A, B, C, D, etc. Wall A is always the wall closest to the address elevation or “street side” of the house. Moving clockwise, the walls are then B, C, D, etc.

18. Down payments or deposits to contractors are not authorized. No work/materials will be paid for in advance.
19. Detailed invoices submitted to the **City of Auburn** shall accompany each payment request.
20. The use of the “Booth” or “Mini-Containment” system(s) will be determined by the Lead Design Consultant. The determination shall be in writing.
21. Any and all changes in the Lead Design agreed to during the Pre-bid Walkthrough will be made in writing in the form of a bid amendment. This form will become part of the contractor’s bid proposal and will be submitted with the contractor’s bid.
22. **Placement of the decontamination unit shall be determined and established via writing as an addendum to the design plan specifications prior to the commencement of any lead abatement activities.**

SECTION 2 - DEFINITIONS

- 1 Abatement. “Abatement” means any measure or set of measures designed to permanently eliminate lead hazards. For the purpose of this definition, “permanently means for at least 20 years.
- 2 Impact Surface. “Impact surface” means a surface that is subject to damage by repeated sudden force, such as certain parts of door frames.
- 3 Interim control. “Interim control means a set of non-abatement measures designed to temporarily reduce human exposure or likely exposure to lead hazards, including specialized cleaning, repairs, maintenance, painting, temporary containment, ongoing monitoring of potential lead hazards, and the establishment and operation of management and resident education programs. NOTE: When interim control measures (covering a surface with a coating or other treatment) are used, friction points or friction surfaces must be treated so that paint is not subject to abrasion. Examples of acceptable treatments include re-hanging and or planning doors so that the door does not rub against the door frame, removing paint from the friction/impact part of a door jamb (frame), and covering of bare soils.
- 4 Install. “Install” means to purchase, set up, test, and warrant a new component. “Replace” means to remove and dispose of original material, purchase new material, deliver, install, test, and warrant.
- 5 Paint. “Paint means any substance applied to a surface as a coating, including, but not limited to, household paints, varnishes, and stains.
- 6 Repair. Repair” means to return a building component to like-new condition through replacement, adjustment, and recoating of parts.
- 7 Reinstall. “Reinstall means to remove, clean, store, and install a component.
- 8 Substrate. “Substrate” means the material underneath the paint, such as brick, concrete, drywall, metal, plaster, or wood.
- 9 Work Area. “Work area” means an interior or exterior area where lead abatement or interim control activities are to take place. There may be more than one work area in a residential dwelling or childcare facility.
- 10 Window & Door Units. Window/door components are defined as follows:
 - a. Window sash (includes mullions)

- b. Window casing (includes header and apron)
- c. Windowsill
- d. Window jamb (includes parting bead and stops)
- e. Window well (also called trough)
- f. Door (includes stiles, panels, and edge)
- g. Door jamb (includes frame and stops)
- h. Door casing (includes header)
- i. Door threshold

SECTION 3 –SCOPE OF WORK

The scope of work shall consist of complete paint removal, encapsulation, enclosure, and/or whole component removal of lead-based paint hazards as identified in the lead based-paint inspection report.

1. **Owner Responsibilities:**

- A. Owner shall remove all personal belongings from the house/work area.
- B. Owner shall shut off the gas to the stove (if applicable).
- C. Owner shall provide keys to the Contractor for access to the home.
- D. Owner shall pre-determine colors and flooring selections in writing. This shall be performed prior to the start date.
- E. Owner shall supply electricity, water, and heat to the abatement contractor for the duration of the project.
- F. Owner shall remove and keep clear all debris from the exterior at least 10 feet from the building perimeter if exterior work is performed.

2. **Contractor Responsibilities:**

- A. Contractor shall confirm that all furniture and personal belongings have been removed from the house/work area prior to the start of the project.
- B. Contractor shall coordinate access to the home for any visual inspections and clearance sample testing to be performed.
- C. Contractor shall be responsible for completing all work specified in the Design Plan, including any and all revisions made to the design for the purpose of the project within the contract dates specified. **This specifically includes the placement of the decontamination unit.**
- D. Contractor shall perform an ASTM-approved tape method before applying any encapsulating paint to a building component to ensure proper adhesion to the substrate.
- E. Contractor shall store debris in a secure area until final disposal. Dispose of in accordance with the Maine Department of Environmental Protection's Lead Management Regulations.

- F. Contractor shall be financially responsible for all associated sampling costs such as administrator labor, travel, postage, and laboratory analysis of the dust samples if interim or final clearance samples fail.
- G. Contractor shall repair or replace any building components damaged during the project to match existing building components.
- H. All product warranty information must be given to the **City of Auburn** and the homeowner prior to the final payment of the project. Product labels (stickers) showing Energy Star Compliance will remain in place until inspected and approved by the Lead Design Consultant.
- I. A written notification plan will be developed by the Contractor and provided to the owner/tenant, the Administrator, and the **City of Auburn**.
- J. Contractor shall provide a final abatement report to the **City of Auburn**, Administrator, and the homeowner within 30 days after project completion in accordance with DEP Chapter 424, Section 6.M.
- K. The use of a “Booth” or “Mini-Containment” system will be determined by the Lead Design Consultant and shall be in writing.

SECTION 4 – NOTIFICATIONS

1. **Notification:**

The abatement contractor shall notify the Maine Department of Environmental Protection, the Administrator, and the **City of Auburn** at least five (5) working days prior to the start of any lead abatement activity, including set-up or on-site preparation activities. Delivery of notice by U.S. Postal Service, commercial delivery service, hand delivery, facsimile, or email are acceptable methods. The **City of Auburn** also requires notification of Interim Control /LSR work performed on-site.

***NOTE:** A weekly updated schedule for each lead abatement project by dwelling unit, if applicable, shall be faxed/mailed each Monday morning to **ALL** the above-listed parties until the project is complete. In the event that scheduled workday/hours are changed after the weekly notification, the contractor must notify the DEP, Administrator, and **The City of Auburn** by email or phone no later than 8 A.M on the day of the scheduled change.*

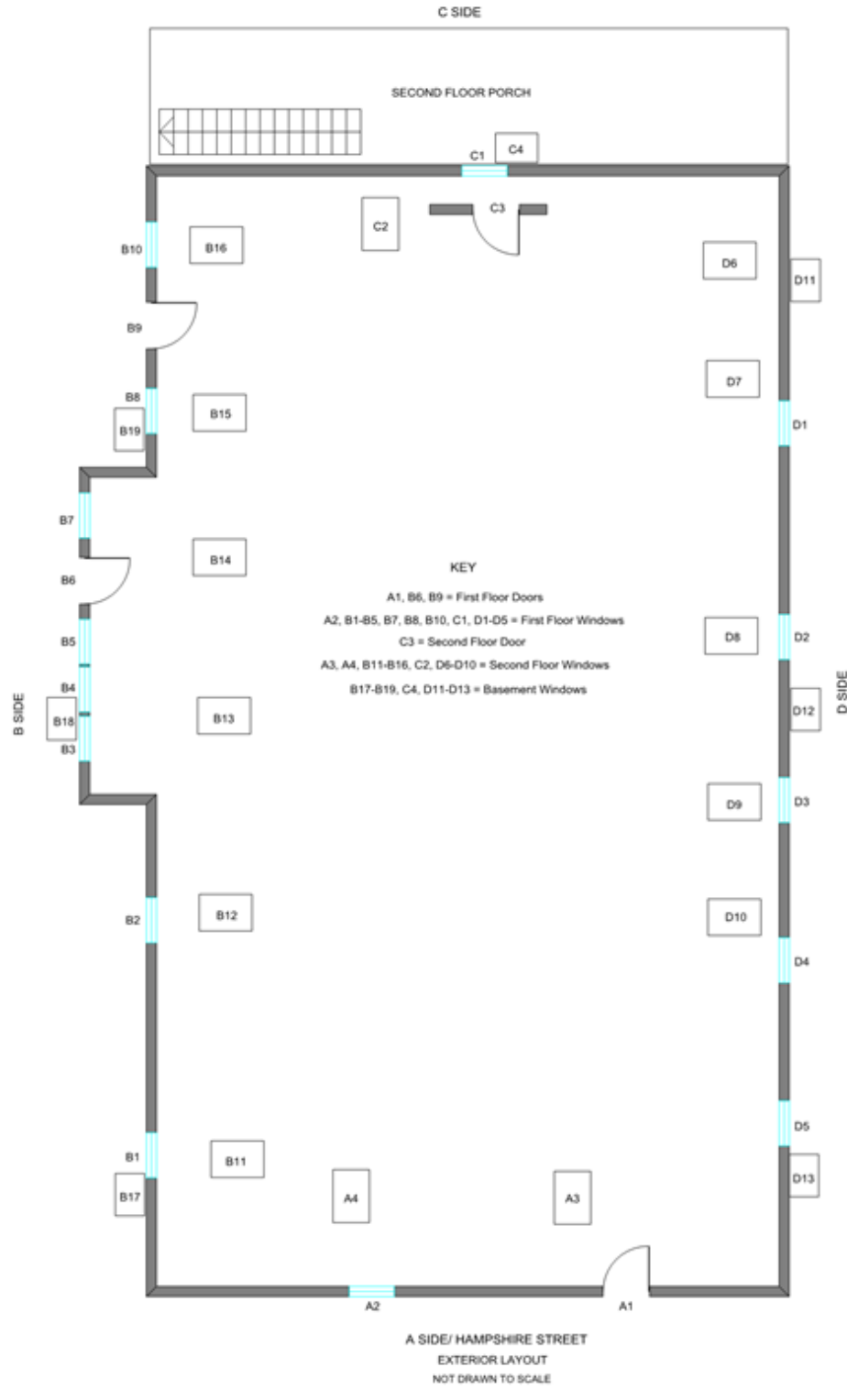
2. **Tenant Notification:**

The abatement contractor shall notify the tenants of the pending abatement activity. This notification (Occupant Protection Plan) shall include the scheduled dates for abatement, work hours, identification of work areas, and information on any alternative entrance or exit to be used during the course of the abatement activities. This notification shall be in writing and delivered at least five (5) days prior to the start of the project.

***See Appendix A to find procedures for recommended abatement methods.**

Room # And Name	Building Component	Location	Abatement Method	Labor	Materials	Total
Exterior	Siding	A, B, C, D	Vinyl – Enclosure			
Exterior	Fascia/Soffit	A, B, C, D	Coil Stock/Vinyl– Enclosure			
Exterior	Window Case/Sill	B8, D1-D10	Remove & Replace			
Exterior	Window Sash & Jamb	A2-A4, C1, C2, D1	Remove & Replace			
Exterior	Windowsill	A2-A4, B1, B2, B10-B16, C1, C2, D3, D6, D7	Remove & Replace			
Exterior	Door Jamb	A1	Remove & Replace			
Exterior	Door Casing	B6, B9	Coil Stock – Enclosure			
Exterior	Overhang Ceiling & Décor	A1	SPP - Encapsulate			
Exterior	Overhang Fascia/Soffit	A1, B6	SPP - Encapsulate			
Exterior	Overhang Column/Support	A1, B6	SPP - Encapsulate			
Exterior	Corner Board	All	Coil Stock – Enclosure			
Exterior	Stair Components	C	Remove & Replace			
Exterior	Porch Header Board	C – All	Coil Stock – Enclosure			
Exterior	Porch Ceiling & Soffit	C – Entire	Vinyl – Enclosure			
Exterior	Porch Guard Rail	C – All	Remove & Replace			
Exterior	Basement Window Case/Sill/Stop	B17-B19, C4, D11-D13	Coil Stock – Enclosure			
Exterior	Basement Window Sash	C4, D11	Remove & Replace			
TOTAL				\$		

Exterior Property Drawing –



114 Hampshire Street, Auburn, ME

Appendix A: Abatement Methods

Window Components:

- Remove and Replace:** Remove and dispose of existing windows, including storm windows. **All new windows must be labeled showing a U-Factor ≤ 0.27 or equivalent.** Labels must remain in place until approved/ inspected by Construction Manager. (Windows will be “1 over 1” style sashes. Window grids will not be included unless noted on the design specifications prior to contracting.) (Building permit w-drawings/window specifications required). Remove window weights if present and insulate weight cavity using spray foam insulation in 1–4-unit size buildings. *5 units + buildings may use equivalent fiberglass insulation in the weight cavity.* Caulk inside of exterior window stops and install window unit per manufacturer instructions. Apply low-expanding foam around the window in rough opening. (MUBEC requires gaps are sealed). Install non-lead window stops to match existing. Caulk exterior of window installation after install. New components are to be caulked, primed, and painted to match the existing *or* color agreed upon by the owner. *No stops or trim components shall be left unfinished.* Historically Significant Projects require SHPO Pre-Approved Replacement Windows. (Typically, Wood frame and sashes with Grids) Windows must meet Egress code compliance, which may require a window style change. The contractor shall cover any exterior window stop paint exposed when removing storm windows. Follow specifications for coil exterior trim. Subject to Maine DEP Component Removal Method (Chapter 424 Section 6.C.5)

WINDOWS			
CLIMATE ZONE	U-FACTOR ¹	SHGC ²	
Northern	≤ 0.27	Any	Prescriptive
	≤ 0.28	≥ 0.32	Equivalent Energy Performance
	≤ 0.29	≥ 0.37	
	≤ 0.30	≥ 0.42	



- Enclosure with Aluminum Coil Stock (Exterior):** Prepare the surface by removing obstructions (or decorative molding) that are not structural and repair rot or add wood supports for attaching the enclosure. It may be used for Window Troughs if needed. Bend to fit and install aluminum coil stock to cover the entire surface. *Wide sections may require additional seams or a relief bend to allow controlled expansion and contraction during seasonal temperature changes.* **Overlap by 2” Minimum and in a manner that Sheds Water at All Seams.** Fasten coil with color-coordinated nails through pre-drilled holes minimum 24” O.C. Do not caulk and seal long spans where the metal needs room to expand and contract with the seasons. **For components shorter than 6’, caulk seams to prevent dust migration** from behind the enclosure. Color to be white *or* stock color agreed upon by the owner and noted on the design.

Door Components:

- Remove and Replace (Exterior and Unit Entry):** Remove and dispose of the existing door (including hardware, door jamb, and possibly casing). Newly installed unit entry locksets/deadbolts will be keyed alike in each separate unit. (*Special locksets may be required by the owner at their own expense*). Existing screen/storm doors will be replaced with a similar style *only if specified in the design*. Existing door closer(s) *will not be disposed of unless identified as a Lead Hazard*. *Door closers to be addressed by a method agreed to by the owner in the design specifications.*
 - Exterior Doors:** Install a standard-grade steel Exterior door with adjustable sills. Solid steel door or 9-Lite steel door (with upper glass) are per owner request in writing. Installation to include ANSI

Grade 2 lockset. Door will be Energy Star compliant for the Northeast Region. Labels will remain on doors until inspected/ approved by Construction Administrator. *Doors into a private unit require a lockset with a deadbolt properly installed. (Configuration to match existing if the owner chooses to re-use existing locksets).* Install per manufacturer instructions, including caulking. Insulate the door cavity using spray foam insulation. (MUBEC requires gaps are sealed). Install non-lead door casing to match existing. New trim components are to be caulked, primed, and painted to match the existing or color agreed upon by the owner. *No trim components shall be left unfinished. Apply primer (if necessary) and two (2) coats of finish paint or stain to the entire surface of the door, per design spec. Subject to Maine DEP Component Removal Method (Chapter 424 Section 6.C.5).*

- **Enclosure with Aluminum Coil Stock (Exterior):** Prepare the surface by removing obstructions (or decorative molding) that are not structural and repair rot or add wood supports for attaching the enclosure. It may be used for Window Troughs if needed. Bend to fit and install aluminum coil stock to cover the entire surface. *Wide sections may require additional seams or a relief bend to allow controlled expansion and contraction during seasonal temperature changes. **Overlap by 2" Minimum and in a manner that Sheds Water at All Seams.*** Fasten coil with color-coordinated nails through pre-drilled holes minimum 24" O.C. Do not caulk and seal long spans where the metal needs room to expand and contract with the seasons. **For components shorter than 6', caulk seams to prevent dust migration** from behind the enclosure. Color to be white *or* stock color agreed upon by owner in writing and noted on the design.

Exterior Siding:

- **Enclosure:** Mechanically fasten 3/8" rigid fan-fold foam insulation with plastic cap nails, per manufacturer instructions, to the entire wall surface. All cuts at windows and doors will be clean-cut and closely fitted. *TAPE ALL Seams and holes to prevent dust migration.* Cover bottom edge of old siding with coil Metal or reversed J-channel and install required starter strips. Vinyl siding [.040" (nominal) thickness] or approved equal shall be installed in accordance with the manufacturer's specifications. Siding shall have at least a 20-year guarantee. This includes all installation accessories following the manufacturer's recommendations. Accessories to include starter strips, J-Channel, Corners, Under-sill, and vents as needed. Owner to select color from manufacturer's standard colors and agreed upon by owner in writing and noted in design specifications. *Upgraded siding may be requested by the owner at the time of the contract if the owner pays additional costs.*

Exterior Fascia/Corner Boards (Trim):

- **Enclosure with Aluminum Coil Stock:** Prepare the surface by removing obstructions (or decorative molding) that are not structural and repair rot or add wood supports for attaching the enclosure. May be used for Window Troughs if needed. Bend to fit and install aluminum coil stock to cover the entire surface. *Wide sections may require additional seams or a relief bend to allow controlled expansion and contraction during seasonal temperature changes. **Overlap by 2" Minimum and in a manner that Sheds Water at All Seams.*** Fasten coil with color-coordinated nails through pre-drilled holes minimum 24" O.C. Do not caulk and seal long spans where the metal needs room to expand and contract with the seasons. **For components shorter than 6', caulk seams to prevent dust migration** from behind the enclosure. Color to be white *or* stock color agreed upon by owner in writing and noted on the design specifications.
- **Encapsulation: Remove All "Loose and Flaking" paint (including All Edges)** using lead-safe paint removal methods. *Repair damaged sections if necessary,* and feather smooth any rough paint edges. **All Component IMPACT SURFACES MUST BE SCRAPED TO BARE WOOD** at the impact location and a minimum of 2" from the impact edges. Feather smooth the paint transition. HEPA clean and wet wash the component. **A Paint Scrape Inspection** by the Program Construction

Manager is required. Prime the entire surface and Paint two (2) coats of finish. Paint shall contain LBC (Lead Barrier Compound) and meet Maine DEP standards for encapsulation. Color to match existing *or* be agreed upon by the owner in writing and noted on the design. Provide the owner with the remaining encapsulant paint (1/2-gallon min.) at the end of the project.

Exterior Soffit:

- **Enclosure:** Install solid vinyl soffit [0.040" (nominal) thickness] or approved equal to the horizontal surface, according to the manufacturer's specifications. *If Existing Soffit has Ventilation:* ventilation shall be maintained through the vinyl enclosure by attaching fanfold insulation around the soffit vents with mechanical fasteners. Tape all seams and edges. Vented vinyl soffit may then be installed as needed.
- **Encapsulation (SPP):** *Remove All "Loose and Flaking" paint (including All Edges)* using lead-safe paint removal methods. *Repair damaged sections if necessary,* and feather smooth any rough paint edges. **All Component IMPACT SURFACES MUST BE SCRAPED TO BARE WOOD** at the impact location and a minimum of 2" from the impact edges. Feather smooth the paint transition. HEPA clean and wet wash the component. **A Paint Scrape Inspection** by the Program Construction Manager is required. Prime entire surface and Paint two (2) coats of finish. Paint shall contain LBC (Lead Barrier Compound) and meet Maine DEP standards for encapsulation. Color to match existing *or* be agreed upon by the owner in writing and noted on the design. Provide the owner with the remaining encapsulant paint (1/2-gallon min.) at the end of the project.

Exterior Porch Components:

- **Remove and Replace:** Remove and replace the existing porch, all levels using Lead Safe practices. Porch to match existing unless otherwise noted. (Porches shall be structurally sound and reasonably level.) Maintain existing roof, including rafters, sheathing, and roofing, if possible. **(Building permit with architectural drawings is required by the City of Lewiston).** Pressure-treated materials will be allowed to season, and the owner will paint or stain after it dries out. Materials to meet minimum standards for siding, coil, etc., and colors to be approved by the owner in writing and noted on the design specifications. Electrical wires shall be pulled back (if necessary) and secured in a safe manner at the building. Wires ends to remain in the J-box. **Fixture replacement shall be the owner's responsibility.**
 - **Steps/Stairs:** Install pressure-treated (PT) stairs meeting code requirements. IRC (Rise and Run) requirements for 1-2 family buildings are different than IBC requirements for buildings with 3 units or more. Confirm with code "permit approval" that your design meets the correct standard. (Ships Ladder Stairs may be used for fire-escape only decks if confirmed by the Bid Design.) Steps at "ground level" must land on a code-compliant surface. (Concrete pad/ground rated PT, etc.). **Steps/Stairs require graspable handrails, and the ends must return into the framing to prevent hooking on clothes (Life-Safety Code).**
 - **Railings:** Install guardrails/ handrails to meet code. (Code dictates guardrails to withstand 200 lb. force in any direction, so approved fastening methods are vital.) **Steps/Stairs require graspable handrails, and the ends must return into the framing to prevent hooking on clothes (Life-Safety Code).**
- **Enclosure with Aluminum Coil Stock:** Prepare the surface by removing obstructions (or decorative molding) that are not structural and repair rot or add wood supports for attaching the enclosure. May be used for Window Troughs if needed. Bend to fit and install aluminum coil stock to cover the entire

surface. *Wide sections may require additional seams or a relief bend to allow controlled expansion and contraction during seasonal temperature changes. **Overlap by 2" Minimum and in a manner that Sheds Water at All Seams.*** Fasten coil with color-coordinated nails through pre-drilled holes minimum 24" on center. Do not caulk and seal long spans where the metal needs room to expand and contract with the seasons. For components shorter than 6', caulk seams to prevent dust migration from behind the enclosure. Color to be white *or* stock color agreed upon by owner in writing and noted on the design specifications.

- **Enclosure Using Vinyl:** Install solid vinyl soffit [0.040" (nominal) thickness] or approved equal and shall be installed in accordance with the manufacturer's specifications and shall have at least a 20-year guarantee. Work to include all starter strips and J or F-style molding. Standard White trim and soffit *or* color agreed upon by owner in writing and noted on the design specifications. Electrical fixtures in good condition shall be loosened (if necessary) and re-secured through the enclosure material installed. **Fixture replacement shall be the owner's responsibility.**

Location: Owner Information:

114 Hampshire Street
Auburn, Maine 04210

Name: Wu Chun
Address: 279 Center Street
Auburn, ME 04210

Design Date:

October 11, 2022

Contractor Information:

Name: _____
Address: _____
Phone Number: _____
Email: _____

After carefully reviewing the following, the applicant(s) and contractor understand and accept the work described herein. Only the work described herein will be performed. ANY and ALL changes to these design specifications must be by written change order and agreed to by all parties following program requirements.

X	_____	_____
	Contractor	Date
X	_____	_____
	Owner	Date
X	_____	_____
	Owner	Date

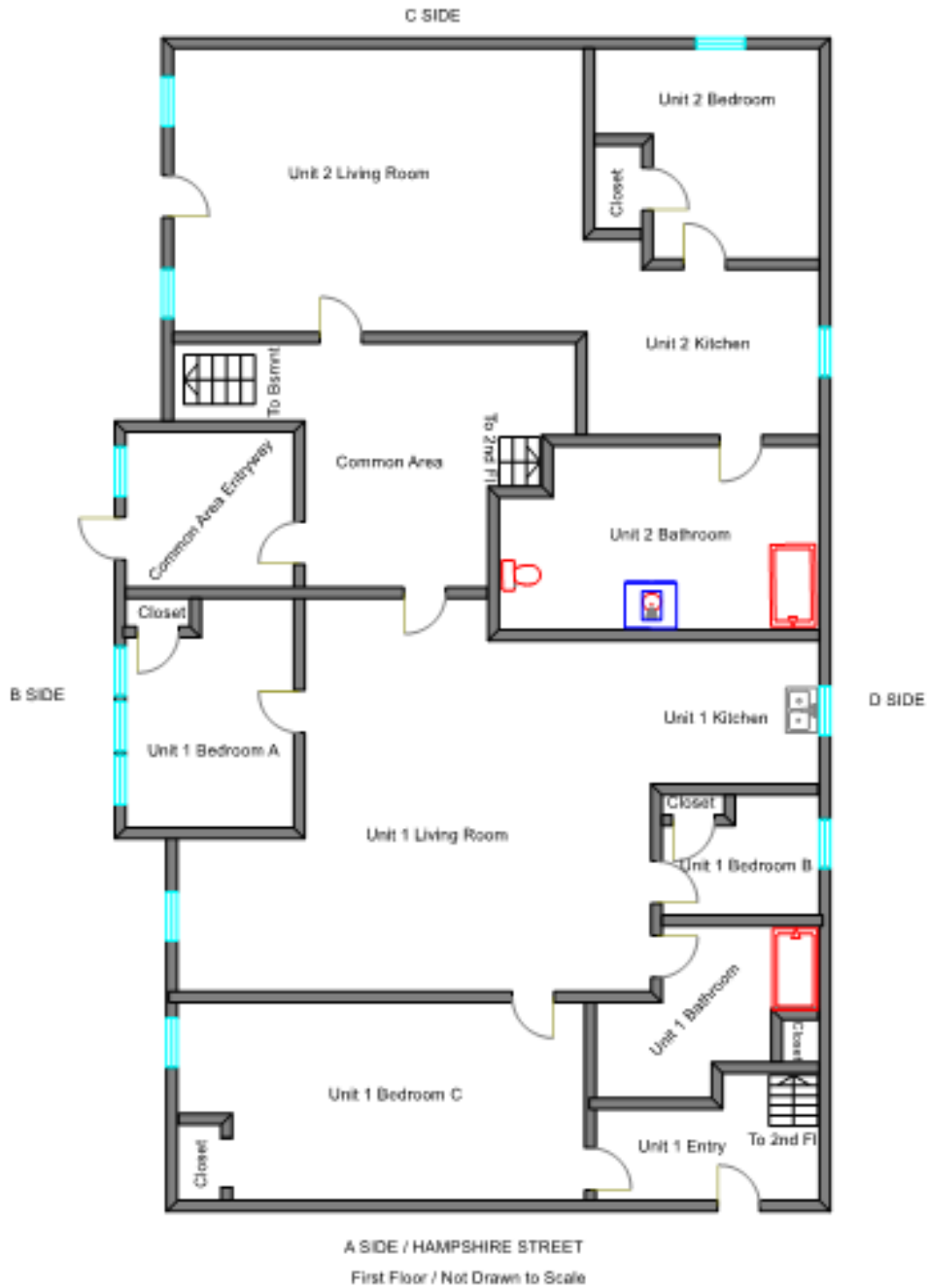
CONTRACT PRICE: \$ _____

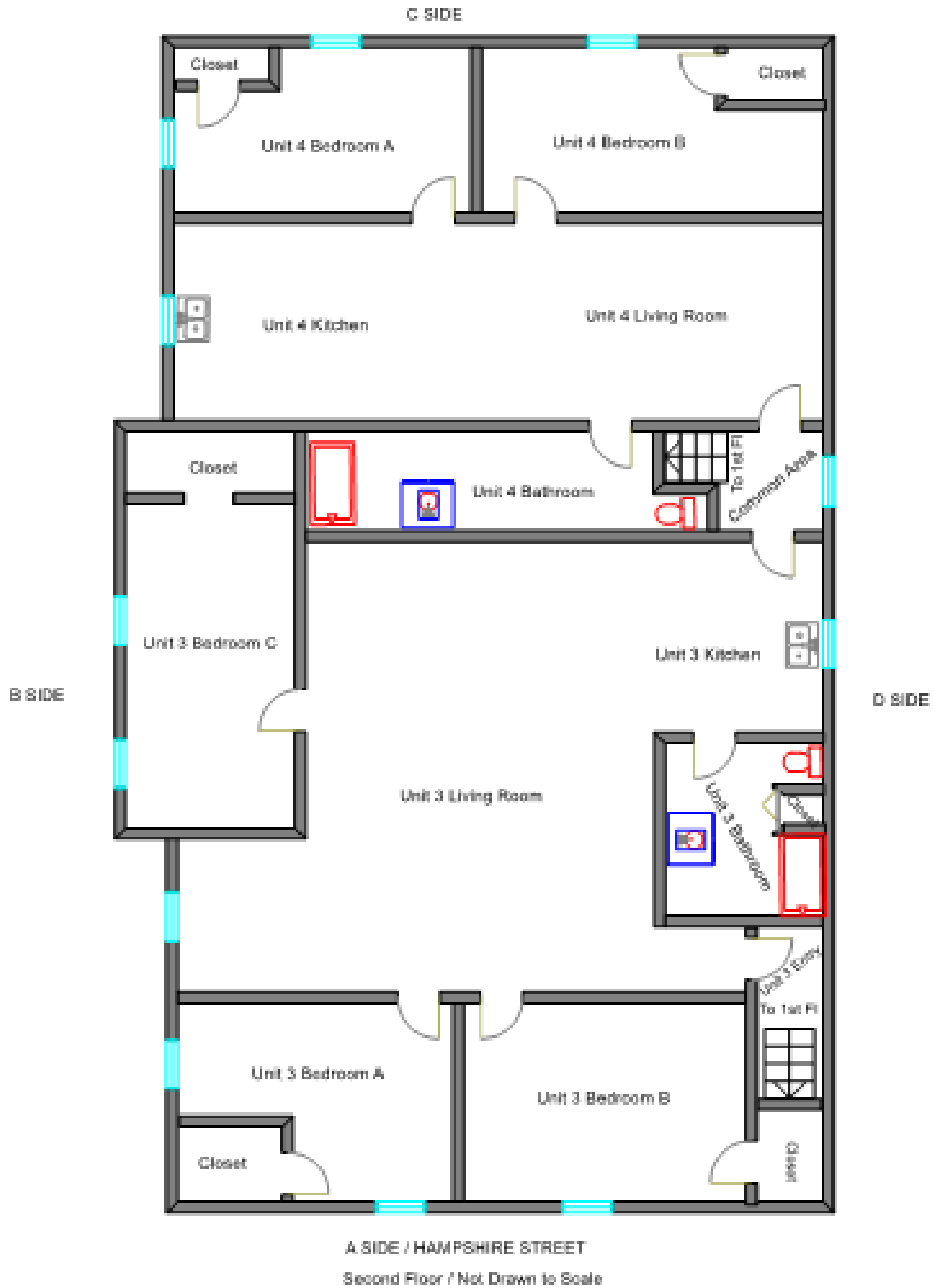
The scope of work below includes contractor obtaining (applying and paying for) all required permits, providing for the project's general conditions, and installing all material and finishes in accordance with all current building codes and/or manufacturers' recommendations. The contractor will maintain a clean work environment throughout the project, with all debris being disposed of properly. Observe and adhere to 29 CFR 1926 OSHA Safety and Health Regulations for Construction.

LOCATION/AREA	WORK SCOPE	COST ESTIMATION
Four (4) apartment units and common areas **Note – Interior window stops are assumed to contain lead-based paint.	Window installation for all units and common areas. (Install sill pan, flashing, and trims as necessary. Prime, paint, and insulate jambs) **Note – Replacement windows are already on-site and purchased by the owner)	
Four (4) apartment units and common areas	Drywall Installation to include tape and mud	
Four (4) apartment units and common areas	One coat of primer and two coats of paint on all walls where drywall installation occurred (Color to be chosen by owner)	
Four (4) apartment units	Interior unit doors and associated hardware (knobs, door stops & hinges)	
Four (4) apartment units, basement, and common areas	Unit entry fire-rated door installation and associated hardware (knobs, door stops & hinges) (Seven (7) doors). **Note: Doorway to basement requires framing installation.	
Four (4) apartment units and common areas	Installation of all interior door trim. Sand, one coat of primer, and two coats of paint. (Color to be chosen by owner)	
Four (4) apartment units and common areas	Installation of all interior window trim. Sand, one coat of primer, and two coats of paint. (Color to be chosen by owner)	
Four (4) apartment units and common areas	Installation of all interior baseboards and mopboard. Sand, one coat of primer, and two coats of paint. (Color to be chosen by owner)	
Four (4) apartment units and common areas	Flooring Installation **Note – Existing floors may need to be furred to make level prior to new flooring installation	

Four (4) apartment units	Kitchen cabinetry, countertop, and associate hardware Installation (Stock cabinetry & countertop materials) (Color and design to be chosen by owner)	
Four (4) apartment units	Bathroom Vanity Installation, to include hardware. (Stock materials /Color and design to be chosen by owner)	
Four (4) apartment units	Bathroom Fan Venting - 110 CFM fan w/20 min timer and switch (Quantity of four (4))	
Exterior	Installation of three (3) exterior entry doors to include required hardware. New R-5 insulated 9-lite doors with ADA lever hardware and deadbolt. (Key hardware for all doors to be same)	
Total Bid:		
Items not included in work scope:	Electrical, rough in plumbing, spray foam for walls, replacement window materials supplied by the owner	

PROJECT DRAWINGS / INTERIOR AND COMMON AREAS





REHABILITATION STANDARDS AND SPECIFICATIONS

SECTION 1 – GENERAL REQUIREMENT FOR ALL PROJECT SPECIFICATIONS

1. All work performed shall conform to the General Standards herein, DEP Lead Management Regulations (Chapter 424), HUD requirements for Notification, Evaluation, and “Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing receiving Federal assistance” (24 CFR Part 35), EPA Renovation, Repair and Painting Rule, manufacturers recommendations, and all applicable Local and State building codes, laws, and regulations. ***If no local building code exists, the MUBEC will apply.***
2. All measurements are approximate and must be verified by the Contractor. No claim for additional funds due to discrepancies in measurements or quantities shall not be honored.
3. All Materials having color or pattern shall be selected by the owner from a standard color/style chart. All colors, styles, and types of materials will be listed in the job specifications prior to contract signing.
4. All installed windows and exterior doors will be Energy Star rated for the Northeast. All windows will have a U-Value of .27 or less. Windows will have full screens. Egress casement windows will have a factory-installed horizontal mullion to give the appearance of a double-hung window. **NOTE:** Single-hung windows will require half screens.
5. All exterior doors installed will be keyed alike (per unit) and include adjustable thresholds and half glass unless otherwise noted in design specifications. Exterior doors will meet Energy Star requirements for the Northeast.
6. Building permits, electrical permits, plumbing permits, and other permits required by local or State authorities shall be obtained by the contractor, and the costs shall be incorporated into the proposal amount submitted by the contractor. The contractor must obtain permits prior to the commencement of work and must provide copies of permits to the Owner and **The City of Auburn** for documentation. Failure to obtain required permits will result in nonpayment of work until the necessary permits are obtained.
7. Workmanship and materials not covered by a manufacturer’s warranty shall be warranted by the Contractors for a period of at least one year from the date of final payment to the contractor. All manufacturer warranties shall be delivered by the Contractor to the homeowner along with the final billing. Manufacturer’s installation instructions, as required by the 2009 ICC Code, shall be available on the job site at the time of inspection.
8. Product information/labeling showing compliance with Energy Star Ratings, where required, shall be provided to the homeowner and **The City of Auburn** prior to installation.
9. All Interim Control work must be performed in accordance with both EPA RRP and HUD Lead-Based Paint regulations as described in 24 CFR Part 35 et al., with the exception that certain contractors such as electrical, plumbing, roofing, weatherization, and heating specialists may be exempt from using HUD lead-safe practices so long as they do not disturb any more than two square feet of painted surfaces per room or a total of 20 square feet of painted surfaces on the exterior. Contractors performing work in accordance with HUD Lead-Based Paint regulations as described in 24 CFR Part 35 et al. must have attended an EPA RRP course taught by a Maine DEP-certified training provider. Lead-safe practices must be employed in all work that disturbs

painted surfaces. After completion of all work, the contractor must clean the work area(s) to meet Maine DEP Chapter 424 Lead Dust/Soil clearance standards as follows:

- Hard floors and Carpeted floors = 10 micrograms (ug) per square foot (ft²)
- Interior Windowsills = 100 micrograms (ug) per square foot (ft²)
- Window Troughs = 100 ug/ micrograms (ug) per square foot (ft²)
- Exterior Porch = 40 micrograms (ug) per square foot (ft²)
- Other nonporous surfaces = 10 micrograms (ug) per square foot (ft²)
- Five (5) foot radius outside of contained area(s) = 10 micrograms (ug) per square foot (ft²)
- Non-play Area Soil = 900 parts per million (ppm)
- Play Area Soil = 100 parts per million (ppm)

If dust wipe and/or soil samples do not pass the above standards, the contractor must return to the job site, at his own expense, and clean until these standards are met. Final payment will be withheld until clearance standards are achieved. Costs incurred for an additional site visit and dust swipe sampling costs will be taken from monies due to the contractor. In homes where there are children under 6 years of age, the Owners must, at their own expense, temporarily relocate these children from work areas where paint will be disturbed until the work has been completed and the dust wipe clearance standards shown above have been achieved.

10. The contractor must inspect the property and attend a pre-bid walkthrough. Submission of a bid is presumptive evidence that the bidder has thoroughly examined the site during a pre-bid walk-through and is conversant with the local jurisdiction's requirements.
11. All materials used in conjunction with this work write-up are to be new, of first quality, and without defects – unless stated otherwise or pre-approved by the owner and Design Consultant in writing.
12. Contractors shall not perform any work, substitute any specified materials, colors, patterns, quantities, or change specified material qualities or quantities not listed in the job specifications without a written change order pre-approved by **The City of Auburn** and the owner.
13. All materials shall be installed in full accordance with the manufactures specifications and industry standards for working conditions, surface preparation, methods, testing, and protection.
14. All repaired or newly installed exterior non-pressure treated wood must be sealed, stained, or otherwise protected from the elements following industry standards.
15. Walls and attached components shall be identified with the letters A, B, C, D, etc. Wall A is always the wall closest to the address elevation or “street side” of the house. Moving clockwise, the walls are then B, C, D, etc.
16. Down payments or deposits to contractors are not authorized. No work/materials will be paid for in advance.
17. Detailed invoices submitted to the **City of Auburn** shall accompany each payment request.
18. Any and all changes in the Design agreed to during the Pre-bid Walkthrough will be made in writing in the form of a bid amendment. This form will become part of the contractor’s bid proposal and will be submitted with the contractor’s bid.

SECTION 2 - DEFINITIONS

1. Abatement. “Abatement” means any measure or set of measures designed to permanently eliminate lead hazards. For the purpose of this definition, “permanently means for at least 20 years.
2. Impact Surface. “Impact surface” means a surface that is subject to damage by repeated sudden force, such as certain parts of door frames.

3. Interim control. "Interim control" means a set of non-abatement measures designed to temporarily reduce human exposure or likely exposure to lead hazards, including specialized cleaning, repairs, maintenance, painting, temporary containment, ongoing monitoring of potential lead hazards, and the establishment and operation of management and resident education programs. NOTE: When interim control measures (covering a surface with a coating or other treatment) are used, friction points or friction surfaces must be treated so that paint is not subject to abrasion. Examples of acceptable treatments include re-hanging and or planning doors so that the door does not rub against the door frame, removing paint from the friction/impact part of a door jamb (frame), and covering of bare soils.
4. Install. "Install" means to purchase, set up, test, and warrant a new component.
5. Replace. "Replace" means to remove and dispose of original material, purchase new material, deliver, install, test, and warrant.
6. Paint. "Paint" means any substance applied to a surface as a coating, including, but not limited to, household paints, varnishes, and stains.
7. Repair. "Repair" means to return a building component to like-new condition through replacement, adjustment, and recoating of parts.
8. Reinstall. "Reinstall" means to remove, clean, store, and install a component.
9. Substrate. "Substrate" means the material underneath the paint, such as brick, concrete, drywall, metal, plaster, or wood.
10. Work Area. "Work area" means an interior or exterior area where construction activities are to take place. There may be more than one work area in a dwelling.
11. Window & Door Units. Window/door components are defined as follows:
 - a. Window sash (includes mullions)
 - b. Window casing (includes header and apron)
 - c. Windowsill
 - d. Window jamb (includes parting bead and stops)
 - e. Window well (also called trough)
 - f. Door (includes stiles, panels, and edge)
 - g. Door jamb (includes frame and stops)
 - h. Door casing (includes header)
 - i. Door threshold

SECTION 3 –SCOPE OF WORK

1. Owner Responsibilities:

- a. Owner shall remove all personal belongings from the house/work area.
- b. Owner shall shut off the gas to the stove (if applicable).
- c. Owner shall provide keys to the Contractor for access to the home.
- d. Owner shall pre-determine colors, design, and flooring selections in writing. This shall be performed prior to the start date.
- e. Owner shall supply electricity, water, and heat to the abatement contractor for the duration of the project.
- f. Owner shall remove and keep all debris from the exterior at least 10 feet from the building perimeter if exterior work is performed.

2. Contractor Responsibilities:

- a. Contractor shall confirm that all furniture and personal belongings have been removed from the house/work area prior to the start of the project.
- b. Contractor shall coordinate access to the home for any visual inspections and clearance sample testing to be performed.
- c. Contractor shall be responsible for completing all work specified in the Design Plan, including any and all revisions made to the design for the purpose of the project within the contract dates specified.
- d. Contractor shall perform an ASTM-approved tape method before applying any encapsulating paint to a building component to ensure proper adhesion to the substrate.
- e. Contractor shall store debris in a secure area until final disposal. Dispose of in accordance with the Maine Department of Environmental Protection's Regulations. All debris and extra materials not used during construction shall be removed no later than five (5) days post-completion of contracted activities.
- f. Contractor shall be financially responsible for all associated sampling costs such as administrator labor, travel, postage, and laboratory analysis of the dust samples if interim or final clearance samples fail.
- g. Contractor shall repair or replace any building components damaged during the project to match existing building components.
- h. All product warranty information must be given to the **City of Auburn** and the homeowner prior to the final payment of the project. Product labels (stickers) showing Energy Star Compliance will remain in place until inspected and approved by the Lead Design Consultant.
- i. A written notification plan will be developed by the Contractor and provided to the owner/tenant, the Administrator, and the **City of Auburn**.