SECTION 00 73 00 SUPPLEMENTARY CONDITIONS

A. PROJECT SITES
   1. The Bathroom Renovations project, funded by the MD Affordable Housing Trust (MAHT) and the Housing Authority of the City of Frostburg (HA), is located at 101 Meshach Frost Village in Frostburg, Maryland. Units are indicated within construction documents included herein.

B. DRAWINGS AND SPECIFICATIONS
   1. The HA will furnish the Contractor with an electronic file of the Project Manual that includes drawings and technical specifications.

C. COMPLETION TIME PER UNIT
   1. The Contractor shall coordinate order of units to be renovated with the HA based on resident occupancy.
   2. The Contractor shall complete the work to the extent that once work begins it shall continue methodically until all work is completed.
   3. For all work involved in the project and at the end of each working day, all areas of the site and residential units shall be fully operational such that the resident has continued use of the unit and there is no unnecessary inconvenience to the resident. The resident must have access to a working toilet and shower at the end of each day.
   4. The building shall remain weathertight at all times.

D. COMMUNICATIONS
   1. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing (electronic notification is acceptable).
   2. Any notice to or demand on the Contractor shall be sufficiently provided through electronic means with a read and delivered receipt from the HA.
   3. Any hard copy documentation required to be delivered to the Housing Authority shall, unless otherwise specified in writing to the Contractor, be delivered to:
      i. Ashley Lane, Executive Director
         Housing Authority of the City of Frostburg
         101 Meshach Frost Village
         Frostburg, Maryland 21532
   4. Any notice to or demand on the HA shall be sufficiently provided through electronic means with a read and delivered receipt from the Contractor.

i. If the Contractor claims that any communications or instructions given by the HA involve extra costs or extension of time, they shall within five (5) days after receiving correspondence and before proceeding to follow said instruction, submit the information in writing to the HA including the basis of the extra costs or extension of time to determine final approval. If this approval is not provided, no such claim by Contractor will be valid.

E. CLEAN-UP
   1. While working and upon completion of the work, the Contractor shall make every effort to keep the area dust and debris free and thoroughly clean all areas of debris, dirt, and dust caused by their performance of work under this contract.
   2. The Contractor at all times shall keep the premises free from the accumulation of waste materials or trash caused by the construction operations, specifically clean up shall be completed on a daily basis, prior to the close of working hours each day.
   3. If Contractor fails to clean up daily, the HA may do so and the cost thereof shall be charged back to the Contractor.

F. GUARANTEE AGAINST CLAIMS
   1. The Contractor shall guarantee the HA against any and all claims arising out of the performance of the contract, including any damages to resident owned items and resident apartments.

G. SUBMITTALS
   1. The Contractor shall submit samples of pertinent materials to be furnished for approval by the HA. Approved samples are to be standard for materials furnished. Refer to specification Section 01000 – General Conditions for additional information.
   2. Contractor may utilize Procore or other electronic platforms for submittals and shop drawings for the review by the respective design professionals. JSR Associates, Inc. shall be the main responsible party for reviewing all submittals and shop drawings.

H. PRODUCT DELIVERY, STORAGE AND HANDLING
   1. The material used shall be delivered to job site in original unopened packages with content legibly indicated including manufacturer, product number, and product type.
   2. Any materials stored on site shall be kept dry, protected from damage, and stored in compliance with manufacturer recommendations, including but not limited to temperature requirements for safe and effective storage that do not damage the product and/or product performance once product is

installed. Materials storage requirements are for all materials and products that are stored on-site or off-site until ready to use.

3. Refer to specification Section 01000 – General Conditions for additional information.

I. RESIDENT NOTIFICATION

1. The Contractor shall be required to disburse flyers/notifications to individual dwelling unit residents stating work that will take place within or outside of their apartments prior to start of work. Such flyers/notifications may be supplied by the HA. Refer also to Section 01000 – General Conditions.

J. ACCESS TO RESIDENTIAL UNITS

1. Keys to gain access to individual residential units may be issued by the HA or other means and arrangements shall be made to provide access to the construction areas based on the agreed upon scheduled between the Contractor and the HA.
2. Any keys issued shall be returned to the HA prior to the close of business each day. Lost or missing keys issued to the Contractor shall result in potential re-keying all locks at the expense of the Contractor.
3. And keys issued shall include the Contractor representative name and signature when signing keys in and out of the HA office.

K. SIGNS

1. Subject to prior approval by the HA and JSR Associates, Inc. as to size, design, type, and location, and based on local regulations, the Contractor and his subcontractors may erect temporary signs for the purpose of identification, controlling traffic, or other agreed upon need as required.
2. The Contractor shall furnish, erect, and maintain such signs as may be required by safety regulation and as necessary to safeguard life and property.
3. Notices to be included on each resident unit door when work is in progress to safeguard health and safety of HA staff and property residents.

L. TEMPORARY JOB OFFICE AND UTILITY SERVICES

1. The Contractor and any of their subcontractors may maintain an office and/or storage facilities on the site as may be necessary to conduct work. These shall be located in HA approved locations.
2. Upon completion of the project or as directed by the HA or JSR Associates, Inc., the Contractor shall remove any temporary structures and facilities from the site, any of their property, and leave the premised in the pre-construction condition required by the contract.

3. Cell/mobile phones shall be used for contact with HA and JSR Associates, Inc. Contractor to provide dedicated number of Supervisor or other member of the Construction Team to both HA and JSR Associates, Inc.
4. The HA will furnish electric power required for light and small 120-volt power tools for use on the job in completion of the work of the contract. Contractor shall provide extension cords or other accessories as required and be responsible for maintaining electric power consistently to the residential units at the end of each workday.
5. The Contractor may use the public toilet on site as designated by the HA. Such facilities shall be only accessible during normal business hours of the HA.
6. Access and reasonable usage of water will be provided by the HA.

M. AMENDMENTS TO GENERAL CONDITIONS

1. Contracting officer responsibilities include being responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and they will not be responsible for the Contractor's failure to carry out the work in accordance with the contract documents.
2. Contractor responsibilities include the following:
    i. Contractor shall be responsible to the HA for the acts and omissions of all their employees and all subcontractors, their agents and employees, and all other persons performing any work under the contract with the Contractor.
    ii. Contractor shall be responsible for initiating and maintaining, and the supervision of all safety precautions and programs in connection with the work.
    iii. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, and loss to:
        1. All employees on the project and all other persons, including HA residents, who may be affected thereby.
        2. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of the Contractor or any of his subcontractors or sub-subcontractors.
        3. Other property located on the site of work or adjacent thereto, including any community spaces or offices, entries, living rooms/spaces, dining rooms/space, sleeping rooms/spaces, and kitchens within residential apartment dwelling units, and any exterior trees, shrubs, lawns, walks,

paved areas, roadways, structures, utilities, and garden areas that are not designated for removal, relocation, or replacement in the course of construction.

3. GOVERNING LAW
    i. The Contractor shall be governed by the law of the State of Maryland, Allegany County, and the City of Frostburg.
4. LIEN RESTRICTION:
    i. The Contractor and subcontractors and sub-subcontractors are prohibited from placing a lien on the HA property.

END OF SECTION