

# INVITATION FOR BIDS



**Howard County, Maryland  
OFFICE OF PURCHASING  
6751 Columbia Gateway Drive, Suite 501  
Columbia, Maryland 21046**

**IFB No. 2014-41**

**HISTORIC RENOVATION OF THE BELMONT  
MANOR HOUSE, SMOKE HOUSE AND PUMP  
HOUSE  
CAPITAL PROJECT NO. N-3958**

**OPENING: FEBRUARY 5, 2014 AT 2:00 PM**

**PRE-BID CONFERENCE: JANUARY 23, 2014 at 10:00 AM**

**BUYER:** Michael V. Decker, Buyer  
**PHONE:** (410) 313-6375  
**EMAIL:** [mdecker@howardcountymd.gov](mailto:mdecker@howardcountymd.gov)



Formal IFBs and IFBs Results are available on the Website:  
[www.howardcountymd.gov/purchasing](http://www.howardcountymd.gov/purchasing)

# NOTICE OF LETTING



**HOWARD COUNTY, MARYLAND**  
OFFICE OF PURCHASING  
6751 Columbia Gateway Drive, Suite 501  
Columbia, MD 21046

## INVITATION FOR BID NO. 2014-41

### **HISTORIC RENOVATION OF THE BELMONT MANOR HOUSE, SMOKE HOUSE AND PUMP HOUSE CAPITAL PROJECT NUMBER N-3958**

**Pre-Bid Conference:** January 23, 2014 at 10:00 AM  
Engineering Conference Room, Dorsey Building  
9250 Bendix Road, Columbia, MD 21045

**Opening:** February 5, 2014 at 2:00 PM  
Office of Purchasing, Gateway Building  
6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046

Howard County intends to procure the services of one historic renovation construction firm for the renovation of the Belmont Manor House and associated structures. The project may include, but is not limited to construction involving: interior and exterior historic building renovations. Each bid shall be accompanied by a Bid Bond or Certified Check in the amount of 5% of the total bid, made payable to the "Director of Finance, Howard County".

The Bid Documents with instructions to the bidders will be posted electronically on PlanWell on January 14, 2014. PlanWell is the only location where the Bid Documents for this solicitation will be available. To view, download, or order prints of the bid documents please use the link provided here: <http://www.e-arc.com/md/columbia>

#### **PLANWELL ONLINE ACCESS INSTRUCTIONS:**

After following the link provided above:

- On the left side of the page, under the section titled "PLANROOMS" click on the link "Order from PlanWell".
- When on the PlanWell site, on the left side of the page, look for the section titled "LOGIN TO YOUR ACCOUNT" and find the "GUEST ACCESS" login area and enter the following information:
  - Project Number: **MBCP\_N3958**
  - Password:
    - (DO NOT fill in anything in this box, LEAVE IT BLANK, no password is needed, only the project number in the Project Number box)
  - Click on the "**GO**" button.

- You will now enter the plan room for the project. Here you can view, download or order prints of the documents.

**DOWNLOADING FILES:** There is **NO COST** to obtain the plans electronically, however you will be **REQUIRED** to enter identifying information (for plan holder records), including credit card information. Providing your credit card information will register you on the Planholders List. **YOUR CREDIT CARD WILL NOT BE CHARGED** for the download of the files, but is necessary to complete the process.

**ORDERING PRINTED DOCUMENTS:** There is a cost to obtain paper prints of the plan from ARC. The cost is \$0.10/SF for the large drawings and \$0.05/ per page for specifications. This is a non-refundable cost. At time of placing your print order you will be **REQUIRED** to enter identifying information (for our plan holder records), including credit card information. You will be charged for the prints you order.

**PLANHOLDERS LIST:** You can access the current Planholders List at any time on a particular project through the PlanWell plan room. When in the plan room, find the drop down box in the upper left hand corner labeled “Project Tools”. Choose “Report Tools” and then “Planholders List”. On the next screen click on the uppermost “View Report” button, this will provide the current Planholders List.

### ***IMPORTANT INFORMATION***

*If you experience difficulty with logging in using the web link above for the PlanWell web site, you must contact the County Engineering Specialist, Abeye Girma at 410-313-6143 or [agirma@howardcountymd.gov](mailto:agirma@howardcountymd.gov), for assistance. Do not contact PlanWell directly.*

*In order to appear in the Planholders List a prospective bidder must use the PlanWell web site. Prospective bidders must initiate a file download of the Bid Documents in order to be added to the Planholders List. In order to receive notification of addenda, prospective bidders must be registered on the Planholders List by registering with PlanWell. Companies who order plans and specifications via telephone will not appear on the Planholders List and will not be notified of addenda.*

**For Procurement Questions, Contact:** Michael Decker, Buyer, [mdecker@howardcountymd.gov](mailto:mdecker@howardcountymd.gov) or (410) 313-6375.

## KEY INFORMATION SUMMARY

<b>IFB No.:</b>	2014-41
<b>IFB Name:</b>	Historic Renovation of the Belmont Manor House, Smoke House and Pump House
<b>Issue Date:</b>	January 13, 2014
<b>Buyer:</b>	Michael V. Decker mdecker@howardcountymd.gov 410-313-6375
<b>Pre-Bid Date:</b>	January 23, 2014 at 10:00 a.m.
<b>Pre-Bid Location and Registration:</b>	Belmont Manor 6555 Belmont Woods Road Elkridge, MD 21075  Please register by contacting Brenda Mercado at bmercado @howardcountymd.gov
<b>Questions Due and to Whom:</b>	<b>Questions due no later than 4:00 p.m. on January 29, 2014</b> Submit questions to: Michael V. Decker at mdecker@howardcountymd.gov
<b>Bid Due:</b>	February 5, 2014 at 2:00 p.m.
<b>Mail/Deliver Bids to the Issuing Office:</b>	Office of Purchasing 6751 Columbia Gateway Dr., Ste. 501 Columbia, MD 21046 410-313-6370
<b>Agreement Term:</b>	Per specifications
<b>Bid Deposit/ Performance Bond:</b>	Yes, both are required. See Document A, paragraph(s) 4 and 5
<b>EBO Subcontracting Participation:</b>	10% See document A, paragraph 9

MINORITY BUSINESS ENTERPRISES are encouraged to respond to this solicitation. For more information, please contact Mr. Mahesh Sabnani, Equal Business Opportunity Coordinator, at 410-313-6370.

### IMPORTANT NOTICE REGARDING ADDENDA

Addenda to solicitations often occur prior to bid opening. It is the potential bidder's responsibility to regularly visit the PlanWell web site ([www.e-arc.com/md/columbia](http://www.e-arc.com/md/columbia)) or the Office of Purchasing web site ([www.howardcountymd.gov/purchasing](http://www.howardcountymd.gov/purchasing)) for addenda to solicitations.

In order to receive notification of addenda, potential bidders must be registered on the Planholders List by registering on PlanWell.



Howard County, Maryland  
Office of Purchasing  
Gateway Building, 5th Floor  
6751 Columbia Gateway Drive  
Columbia, Maryland 21046

**INVITATION FOR BID 2014-41  
HISTORIC RENOVATION OF THE BELMONT MANOR HOUSE, SMOKE HOUSE AND  
PUMP HOUSE  
CAPITAL PROJECT NUMBER N-3958**

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<b>IMPORTANT:</b>	<b>ADVISE OFFICE OF PURCHASING IMMEDIATELY IN THE EVENT ANY OF THE ABOVE DOCUMENTS ARE NOT ENCLOSED.</b>	

# **INFORMATION FOR** **CONTRACTORS**

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**INFORMATION FOR CONTRACTORS****1. SUBMISSION OF BID DOCUMENTS**

- 1.1. This Invitation to Bid requires the return of all Submittals, Document "E". Failure to return the required documents may be cause for rejection of bid.
- 1.2. The required bid documents shall be submitted, in Duplicate (an Original and 1 Copy), to the Howard County Office of Purchasing, Gateway Building, 5th Floor, 6751 Columbia Gateway Drive, Columbia, MD 21046 no later than the date and time specified in the Notice of Letting. Unless otherwise specified, all formal bids submitted shall be irrevocable for 60 calendar days following the bid opening date.
- 1.3. Each Bid must be submitted in a sealed envelope plainly marked to indicate its contents or in an envelope furnished by the County. The blank spaces on the County envelope should be filled in so as to clearly indicate its contents. The envelope shall be addressed to the Howard County, Maryland, Office of Purchasing at the address noted on the Notice of Letting and shall include the project name, capital project number (contract number if applicable), the bid opening date and the time of bid opening on the envelope. All Bids shall be filed prior to the time and at the place specified in the Invitation for Bids, as amended by any applicable addenda. Bids received after the time of opening of Bids will be returned to the Bidder unopened.
- 1.4. Proposals made on anything other than the attached documents will not be considered. Changes in phraseology of the proposal, additions, or limiting provisions, will render the proposal nonresponsive and may cause its rejection.
- 1.5. Each bid shall be accompanied by the Affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices in accordance with Section E.1.c. (3)(b) of the Howard County Purchasing Manual. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the Affidavit. The Affidavit is provided in the solicitation package.
- 1.6. The Foreign Services Disclosure Form must accompany bids for construction-related services, architectural services, engineering services and energy performance contract services of \$2 million or more. Section 12-111 of the Maryland State Finance and Procurement Article requires bidders to local governments to make certain disclosures regarding plans, at the time the bid is submitted, to perform any services under the contract outside the United States. When applicable, the Foreign Services Disclosure form is provided in the solicitation package.
- 1.7. All bidders must be familiar with the general conditions, terms, and regulations for the bid. In case of conflicts between the contract documents, the order of precedence shall be: (1) Addenda to Invitations for Bids; (2) Information for Contractors; (3) Special Provisions; (4) Plans (Drawings); (5) Technical Specifications; (6) Volume IV Design Manual, Standard Specifications and Details for Construction; (7) SHA Special Provision Inserts and Special Provisions for January 2001 Specification; (8) SHA Standard "Standard Specifications for Construction and Materials" (January, 2001).

- 1.8. The submission of a proposal on this work and service will be considered as a representation that the bidder has carefully investigated (1) all conditions which affect or may, at some future date, affect the performance of the work or services covered by the proposal, (2) the entire area to be serviced as described in the attached specifications and other contract documents and that the bidder is fully informed concerning the conditions to be encountered; and (3) the character, quality and quantity of work to be performed and equipment and materials to be furnished. Also, that the bidder is familiar with all Federal, State, and County laws, all codes and ordinances of the County which in any way affect the prosecution of the work or persons engaged or employed in the work or the materials and equipment used in the work.
- 1.9. Any quantities given under the various items of the proposal are approximate only and subject to increase or decrease, as provided in the contract, without changing the unit prices to be paid for the work.
- 1.10. Bidders must not change any item in the proposal for which the County has stipulated a price. Any such change will cause rejection of the proposal.
- 1.11. The right is hereby reserved to reject any or all proposals, and to waive informalities as the interest of the county may require.

**2. PRE-BID MEETING**

A pre-bid meeting will be held at the date and time specified in the Notice of Letting in the Belmont Manor, Smoke House and Pump House, 6555 Belmont Woods Road, Elkridge, MD 21075. Bidder attendance is not required but is strongly encouraged.

**3. PROJECT MANAGER**

The Howard County Project Manager for this contract is Mr. Tim Nedzel, telephone number: (410)-313-1605 work or (410)530-1318 cell.

**4. BID DEPOSIT**

A bid deposit, in the form of a certified check, cashier's check, or bid bond, shall accompany this proposal. The bid deposit shall be (2% of the total bid for Total Bids less than \$ 100,000, and 5% of the total bid for Total Bids of \$ 100,000 and greater), made payable to "Director of Finance, Howard County."

**5. PERFORMANCE/PAYMENT BOND**

A performance bond and payment bond for the full amount of the contract price shall be required of the successful bidder within 10 days after award notification. Said bond shall be issued by a surety company subject to approval of Howard County.

**6. BIDDER'S QUALIFICATIONS**

- 6.1 Bidders shall demonstrate experience in the historic construction field by providing a minimum of three completed projects of similar size and scope within the past five years. Bidders shall document this experience on the Qualifications Questionnaire (Document

E), and provide a detailed list of recently completed projects meeting the specified experience requirements.

- 6.2 The Qualifications Questionnaire shall be completed by all Bidders. Only the information contained in the Qualifications Questionnaire will be considered in evaluating the Bidder's qualifications. Attachments (unless specifically requested), company brochures or submittals in any other format will not be considered in evaluating the qualifications of the Bidder.
- 6.3 The County reserves the right to check references furnished and consider the responses received in determining award of this bid. The County will not contact Bidders for clarifications of illegible information, wrong names, wrong phone numbers, or wrong addresses provided by Bidders on the Qualifications Questionnaire. Incomplete submittals or unverifiable information may not be considered in the evaluation.
- 6.4 The County reserves the right to inspect the Bidders' equipment, request resumes or past work histories of key personnel or to interview key personnel to be assigned to this contract.
- 6.5 Contracts shall be awarded to the lowest responsive and responsible bidder meeting all the specifications. In accordance with Howard County Code Sec. 4.117 (a) (4), the quality of performance of previous contracts or services shall be considered in determining the lowest responsive and responsible bidder. The County reserves the right to reject any bid deemed not responsible or non-responsive.

## **7. METHOD OF AWARD**

Howard County intends to make award to the lowest responsive responsible bidder meeting all the specifications, having submitted all the required documents, and meeting all necessary experience and reference requirements for the Total Bid.

## **8. WORK SCHEDULE**

- 8.1 The County observes a five-day workweek and the following holidays:

January 1	- New Year's Day
January (3 <sup>rd</sup> Monday)	- Martin Luther King Day
February (3 <sup>rd</sup> Monday)	- President's Day
March or April	- Good Friday
May (fourth Monday)	- Memorial Day
July 4	- Independence Day
September (1 <sup>st</sup> Monday)	- Labor Day
October 12	- Columbus Day
November 11	- Veterans Day
November (4 <sup>th</sup> Thursday)	- Thanksgiving Day
November (4 <sup>th</sup> Friday)	- Day after Thanksgiving
December 25	- Christmas Day

- 8.2 If any holiday occurs on Sunday, the following Monday shall be considered a holiday. If the holiday occurs on Saturday, the Friday immediately preceding shall be considered a holiday.
- 8.3 The Contractor will not be permitted to work on the above-mentioned holidays or Saturdays unless requested 48 hours in advance by written notice. The Project Manager will authorize this in writing and the Contractor will not be charged for the inspector's time. In the event that the Contractor fails to work its forces as indicated in its written request, it shall be charged a minimum of one-half (1/2) day for inspection time at the overtime rate.
- 8.4 The normal number of working hours per day on this contract will be limited to nine (9), unless otherwise authorized by the Project Manager in writing.
- 8.5 In case of emergency, which may require that work be done on Saturdays, Sundays, Holidays, or longer than nine hours per day, the Contractor shall request permission of the Project Manager to do so. If, in the opinion of the Project Manager, the emergency is bona fide, he will grant permission to the Contractor to work such hours as may be necessary. Also, if in the opinion of the Project Manager a bona fide emergency exists, he may direct the Contractor to work such hours as may be necessary whether the Contractor requests permission to do so or not.
- 8.6 All work on the interior of Belmont Manor shall be completed by July 1, 2014. All work on the exterior of Belmont Manor shall be completed by July 30, 2014. If awarded, the completion dates for Alternate A (Smoke House) and Alternate B (Pump House) are July 30, 2014.

## 9. **EQUAL BUSINESS OPPORTUNITY**

- 9.1 Howard County Code Section 4.122 established an Equal Business Opportunity Program to foster overall equity and fairness to all citizens in relation to business enterprises conducting business with the County.
- 9.2 If a total contract award is \$50,000 or more, the Contractor shall make a genuine good faith effort to comply with the Howard County Equal Business Opportunity (EBO) Program's 10% subcontracting goal. The Contractor shall make a good faith effort to obtain minority subcontractor participation even if the Contractor has the capability to complete the work with its own workforce. This good faith effort is also applicable to prime contractors who are themselves minority-owned firms. The percentage requirement may vary if the contract is funded by a federal or state agency.
- 9.3 Possible areas of obtaining subcontracting participation include, but are not limited to, flagging services, hauling, copying and printing, and the purchase of materials used in performing the contract. Contractors can use minority, women or disabled business enterprises certified by Howard County, Maryland; the Maryland Department of Transportation; the City of Baltimore, Maryland; or another certifying entity in order to satisfy the 10% subcontracting goal. The website addresses for lists of minority businesses are:

[http://www.howardcountymd.gov/Purchasing/purchasing\\_listAC.htm](http://www.howardcountymd.gov/Purchasing/purchasing_listAC.htm)

[http://www.mdot.state.md.us/MBE\\_Program/Index.html](http://www.mdot.state.md.us/MBE_Program/Index.html)  
<http://cityservices.baltimorecity.gov/mwboo>

Contractors shall submit a completed *Equal Business Opportunity Schedule of Participation*.

- 9.4 Contractors failing to achieve the Equal Business Opportunity Program goal following a good faith effort to obtain participation must complete the *Equal Business Opportunity Program Request for Subcontracting Waiver* (Exhibit 1 at the end of Document A) and provide documentation of its good faith attempts to obtain EBO participation. The County will determine if the efforts made satisfy a good faith attempt. A waiver will only be considered in rare contracts after a determination that the contractor has made a good faith effort and thoroughly documented the efforts.
- 9.5 Questions relating to the EBO Program shall be directed to the County EBO Coordinator at 410-313-3694.

## **10. PROHIBITIONS AGAINST DISCRIMINATION**

The Contractor and all subcontractors shall not engage in any unlawful employment practice prohibited by law in connection with the work to be done under this contract. The Contractor shall not discriminate against any employee or applicant on the basis of race, creed, color 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 race, creed, color or national origin.

## **11. COOPERATIVE PURCHASING**

- 11.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The supplier/Contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.
- 11.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.

## **12. BACKGROUND CHECKS AND INVESTIGATIONS**

- 12.1 If a Contractors' employees are on-site in County buildings working without a County escort each employee of the Contractor shall agree to a background check or investigation consisting of national criminal database search covering misdemeanors and felonies and the release of that information to the County in the event that it is required.
- 12.2 The Contractor shall assume the cost to have background checks done for each employee assigned to each facility. The County may bill the Contractor \$100 for each standard background check. Public safety buildings require a higher level of security and an in-depth background checks referred to as "investigations". The County may bill the



Contractor \$250 for each in-depth background investigation. This fee, when billed to the Contractor, shall be payable to the County prior to the check or investigation being conducted.

- 12.3 The background checks or investigations shall include all employees, new employees, subcontractors and replacement employees to be done prior to assignment of a building. The checks or investigations will be conducted by the Police Department. The Contractor shall submit the proper forms (provided by the County) to the Howard County Police Department, 3410 Court House Drive, Ellicott City, Maryland 20143.
- 12.4 The Contractor shall not assign any individual convicted of the following offenses which shall include, but are not limited to: Abduction, Homicide, Rape, Aggravated Assault, Sex Offender, Assault with Intent to Murder, or Assault with Intent to Rob.
- 12.5 The Contractor shall not assign any individual convicted, or having incomplete probation for the following offenses which shall include, but are not limited to: Burglary, Breaking and Entering, Carrying or Wearing a Weapon, Destruction of Property, Possession of a Controlled Dangerous Substance with Intent to Distribute, Explosives, Kidnapping, Theft/Larceny, Maiming, Manslaughter, Sexual Assault, Hate Crimes, Robbery, and Distribution of a Controlled Substance.
- 12.6 The Contractor reserves the right to seek exception to the above guidelines governing acceptability for assignment to the facility by providing documented specifics pertaining to convictions of the employee in question. The County will, at its sole discretion, accept or reject the requested exception.

**EXHIBIT I****EQUAL BUSINESS OPPORTUNITY  
REQUEST FOR SUBCONTRACTING WAIVER****CONTRACTOR:** \_\_\_\_\_**TITLE:** \_\_\_\_\_**SOLICITATION NUMBER:** \_\_\_\_\_

I do hereby request that an exception be granted to the requirement that a minimum of percent of the total value of this contract be placed with MBE/WBE/DBE firms.

In connection with the above captioned project, and this request, I hereby certify that I am the \_\_\_\_\_  
(TITLE)

and duly authorized representative of \_\_\_\_\_  
(COMPANY NAME)

at \_\_\_\_\_  
(ADDRESS)

I further certify that I have enclosed a Schedule of Participation by MBE/WBE/DBE firms, which reflects the percentage and dollar value of MBE/WBE/DBE participation, which my company expects to achieve for this contract. That percentage is \_\_\_\_\_ and the dollar value is \$\_\_\_\_\_.

Therefore, the Request for Exception is for \_\_\_\_\_ percentage and \$\_\_\_\_\_ dollar value.

To support this Request for Exception, I include the following information as attachments, which I certify to be true to the best of my knowledge, information and belief (Include the following. Use as many pages as necessary):

1. A statement of the efforts made by your company to contact and negotiate with MBE/WBE/DBE firms, including the names, addresses, and telephone numbers of MBE/WBE/DBE firms contacted and a description of the information provided to MBE/WBE/DBE firms regarding the plans and specifications for portions of the work to be performed.
2. A statement of the efforts made by your company to select portions of the work proposed to be performed by MBE/WBE/DBE firms in order to increase the likelihood of achieving the stated goal.
3. For each MBE/WBE/DBE firm which placed a bid which your company considers to be unacceptable, submit a statement which explains the basis for your conclusion that the MBE/WBE/DBE firm is unacceptable.

\_\_\_\_\_  
(SIGNATURE)\_\_\_\_\_  
(DATE)

# **GENERAL CONDITIONS**

## **GENERAL CONDITIONS**

The Howard County Design Manual, Volume IV, Standard Specifications and Details for Construction, approved and adopted on May 7, 2007 and all subsequent amendments are hereby made a part of this contract. Where reference is made herein or on the Contract Drawings to the Standard Specifications, or Details, it shall be interpreted to refer to the above Howard County Specifications.

Where reference is made to the General Conditions, it shall refer to the General Conditions contained in the above referenced Howard County Design Manual, Volume IV, Standard Specifications and Details for Construction.

# **TECHNICAL** **SPECIFICATIONS AND** **SCOPE OF WORK**

## **TECHNICAL SPECIFICATIONS AND SCOPE OF WORK**

### **1 TECHNICAL SPECIFICATIONS:**

- 1.1 All work performed shall follow lead-safe work practices in accordance with the Environmental Protection Agency's (EPA's) Lead Renovation, Repair, and Painting (RRP) Rule.
- 1.2 Although the scope of work is not abatement nor does it fall under the purview of EPA's Lead RRP Rule, the Contractor or subcontractors shall have current MDE accreditation as an abatement contractor and/or be an EPA certified renovator. Verification of accreditation must be submitted with the bid.
- 1.3 The Contractor shall identify a disposal facility or facilities for waste, including lead contaminated waste, if any. A disposal facility for lead contaminated waste, i.e. the leachable amount of lead is equal to or greater than 5mg/L as measured by EPA Method 1311- Toxicity Characteristic Leaching Procedure (TCLP), shall be identified and have appropriate permits to accept hazardous waste. Documentation of disposal the facility or facilities, including applicable permits, shall be submitted with the bid.
- 1.4 The Contractor shall provide a report which summarizes the work including daily progress reports, certified inspector, risk assessor or dust sampling technician reports (sampling and inspections), TCLP sampling results and waste disposal manifests, etc.) to the County as required during the duration of the project.

### **2 SCOPE OF WORK**

- 2.1 Manor House (Interior): The scope of work for the interior restoration elements include: hardwood floor refinishing, wooden railing refinishing, painting, plaster restoration, window & door restoration, window & door hardware refinishing, wall paper removal & installation, ceiling medallion removal & installation, light fixture installations, fireplace mantel & firebox cleaning & firebox restorations, bathroom tile & fixture renovation.
- 2.2 Manor House (Exterior): The scope of work for the exterior restoration elements include: Cedar Shake Roof replacement, rubber membrane replacement on flat roves, copper work-flashing, barrel dormer roves, chimney caps, down spouts and gutters, dormer renovation, window & door restorations, window & door hardware refinishing, shutter restoration & reconstruction, porch decking replacement, steel railing restoration, stone step restoration, wood fascia & trim restoration, drivit cleaning and refinishing & painting.

The restoration project is within a Maryland Historic Trust easement. The Trust has approved the restoration work. Restoration methods and products for several elements must be utilized and are listed in the attachments. Restoration methods and products for several elements must be utilized and are listed in the attachments.

- 2.3 Smoke House (Alternate A): The scope of work for the Smoke House interior and exterior elements include: door, door frame, siding and wood fascia restoration. Cleaning of wood work & foundation, brick & stone masonry repairs and re-pointing, exterior structure

painting. Asphalt shingle removal & installation of new roof purlins and cedar shake shingles.

The restoration project is within a Maryland Historic Trust easement. The Trust has approved the restoration work. Restoration methods and products for several elements must be utilized and are listed in the attachments. Restoration methods and products for several elements must be utilized and are listed in the attachments.

- 2.4 Pump House (Alternate B): The scope of work for the Pump House interior and exterior elements include: cleaning of interior & exterior woodwork, painting and installation of new cupola, interior & exterior painting, woodwork restorations, window repair & restoration. Asphalt shingle removal & installation of new roof purlins and cedar shake shingles.

The restoration project is within a Maryland Historic Trust easement. The Trust has approved the restoration work. Restoration methods and products for several elements must be utilized and are listed in the attachments. Restoration methods and products for several elements must be utilized and are listed in the attachments.

# **SAMPLE** **EXECUTABLES**



**HOWARD COUNTY, MARYLAND  
OFFICE OF PURCHASING  
AFFIDAVIT**

Bid Number \_\_\_\_\_

Capital Project Number \_\_\_\_\_

Contractor \_\_\_\_\_

Address \_\_\_\_\_

I, \_\_\_\_\_, the undersigned, \_\_\_\_\_ of the above named  
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, that I hold the aforementioned office  
(Month) (Year)  
in the above named Contractor and I affirm the following:

**AFFIDAVIT I**

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

**AFFIDAVIT II**

No officer or employee of Howard County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

**AFFIDAVIT III**

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Howard County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

**AFFIDAVIT IV**

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Howard County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 12.200 of the Howard County Code, or of Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

**AFFIDAVIT V**

The Contractor:

- i. Is not currently identified on the list created by the Maryland State Board of Public Works as a person engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article* ; or
- ii. Is not currently engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*.

If the person is unable to make the certification, it will provide the County, a detailed description of the Contractor's investment activities in Iran.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**HOWARD COUNTY, MARYLAND  
OFFICE OF PURCHASING  
FOREIGN SERVICES DISCLOSURE FORM  
FOR  
CONSTRUCTION-RELATED SERVICES, ARCHITECTURAL SERVICES,  
ENGINEERING SERVICES AND ENERGY PERFORMANCE CONTRACT SERVICES  
OF \$2 MILLION OR MORE**

Section 12-111 of the Maryland State Finance and Procurement Article requires bidders to make certain disclosures regarding plans, at the time the bid is submitted, to perform any services under the contract outside the United States. This provision applies to: (1) construction-related services; (2) architectural services; (3) engineering services; or (4) energy performance contract services with an estimated value of \$2 million or more. The provision requires bidders to disclose:

1. Whether the bidder or any contractor that the bidder will subcontract with to perform the contract has plans, at the time the bid is submitted, to perform any services required under the contract outside the United States; and
2. If the services under the contract are anticipated to be performed outside the United States;
  - i. Where the services will be performed; and
  - ii. The reasons why it is necessary or advantageous to perform the services outside the United States.

Indicate below whether or not the bidder has information to disclose.

- [ ] The bidder has **no** plans, at the time the bid is submitted, to perform any services under the contract outside the United States.
- [ ] The bidder has plans, at the time the bid is submitted, to perform services under the contract outside the United States.
- i. The services will be performed in the following location: \_\_\_\_\_
  - ii. It is necessary or advantageous to perform the services outside the United States for the following reason(s): \_\_\_\_\_

The contents of the disclosure form are true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
Company Name (Bidder)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Est. 09/25/2013



**HOWARD COUNTY, MARYLAND**  
**PERFORMANCE BOND**

---

Principal

---

Business Address of Principal

---

Surety

---

Obligee

HOWARD COUNTY, MARYLAND

a corporation of the State of .....  
and authorized to do business in the State of  
Maryland

---

Penal Sum of Bond (express in words  
and figures)

---

Date of Contract

---

....., 20.....

---

Date Bond Executed

---

....., 20.....

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Description of Contract

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Contract Number:

KNOW ALL MEN BE THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where a surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liabilities is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with Howard County, Maryland, which Contract is described and dated as shown above. The contract and all items incorporated into the Contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the Contract or to the work to be performed thereunder or to the Plans, Specifications, General Provisions, Special Provisions, or any of them, or to any other items incorporated into the Contract shall hereinafter be referred to as the "Contract," which is specifically incorporated herein be reference as if fully set forth herein, including but not limited to the Choice of Law and Forum provisions of the Contract.

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed and delivered to the County.

NOW, THEREFORE, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. The Principal shall well and truly perform the Contract, including all warranty or guarantee obligations, and shall discharge any and all liability for latent defects, for which the Surety shall also be liable;
2. The Principal and Surety shall comply with the terms and conditions of this Performance Bond;
3. If the Obligees notifies both the Contractor and the Surety at their addresses described in this Bond that the Obligees is considering declaring the Contractor in default of the Contractor's obligations under the Contract, then, the Surety, at the Obligees's request, shall arrange a conference with the Principal and the Obligees to discuss methods of performing the Contract. If the Obligees, Principal and the Surety agree, the Principal shall be allowed a reasonable time, as determined by the rights to declare the Principal in default under the contract and terminate the Principal's right to proceed or to avail itself of any other right or remedy under the Contract;
4. If the Obligees declares the Contractor in default and terminates the Principal's right to proceed prior to final acceptance, then the Surety shall:
  - a. Undertake to perform and complete the Contract itself through its agents or through independent contractors; or
  - b. Obtain bids or negotiated proposals from qualified contractors acceptable to the Obligees for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Obligees with a contractor selected with the Obligees's concurrence and acceptable to the Obligees to be secured with performance and payment bonds executed by a qualified Surety in a form acceptable to the Obligees, and pay to the Obligees the cost of completion of the contract in excess of the Balance of the Contract price; or
  - c. If the cost to complete the Contract is in excess of the Balance of the Contract price plus the Penal Sum of the Performance Bond, then either obtain bids or negotiated proposals from qualified contractors acceptable to the Obligees for a contract for performance and completion of the contract, arrange for a contract to be prepared for execution by the Obligees with the contractor selected with the Obligees's concurrence and acceptable to the Obligees, to be secured with performance and payment bonds executed by a qualified Surety in a form acceptable to the Obligees and pay to the Obligees the excess cost of completion up to Penal Sum of the Bond as the excess costs are incurred by the Obligees; or pay to the Obligees the Penal Sum of the Bond within thirty (30) days of the date when the Surety determines the cost to complete the Contract is in excess of the sum of the Penal Sum of the bond and the Balance of the Contract price.
5. If the Surety complies with the obligations contained in paragraph 4 of this Bond, then, the Surety's liability shall be limited to the Penal sum of its bond.

6. If the Surety contests the propriety of the default and termination of the Principal's right to proceed, the Surety shall, nevertheless, comply with the obligations contained in paragraph 4 of this Bond but, in that event, the Surety shall be entitled to exercise all of the Principal's remedies under the Contract, including but not limited to asserting any and all claims which the Principal may have.
7. The balance of the contract Price shall be the total amount payable by the Obligor to the Principal under the Contract after adjustments for any approved change orders, including allowance to the Principal of any amounts received or to be received by the Obligor in settlement of insurance or other claims for damage to which the Contractor is entitled, reduced by all payments properly made to and on behalf of the Principal under the Contract and less any deductions made by the Obligor under the Contract for any damages for which the Principal may be liable to the Obligor under the Contract.
8. If, after notice of default under the contract and termination of the Principal's right to proceed, the Surety does not comply with the obligations contained in paragraph 4 of this Bond, then the Obligor, within fifteen (15) days after notice to the Surety, may have the remaining Contract work completed and the Surety shall be liable for all completion costs and other costs and damages that the Obligor may incur as a result of the Surety's failure to comply with the terms of this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations under the Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications. Any increase in the contract amount shall automatically result in a corresponding increase in the penal amount of the Bond, without notice to or consent from the Surety, such notice and consent being hereby waived. Decreases in the contract amount shall not, however, reduce the penal amount of the Bond unless specifically provided for in said change order.

The Performance Bond shall be governed by and construed in accordance with laws of the State of Maryland exclusive of its choice of law rules and any reference herein to the Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to the Performance Bond. It is specifically understood and agreed that this Bond shall be a sealed instrument for all purposes. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal of Surety name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the date of the Bond shown above.

In Presence of: Individual Principal  
 Witness ..... as to .....(SEAL)

Presence of: Co-Partnership Principal  
 Witness .....(SEAL)  
 (Name of Co-Partnership)

..... as to By:.....(SEAL)  
 ..... as to .....(SEAL)  
 ..... as to .....(SEAL)

Corporate Principal

Attest:

(Name of Corporation)

..... AFFIX  
 By:..... CORPORATE  
 Corporate Secretary President SEAL

(Surety)

Attest: (SEAL)

By:..... AFFIX  
 CORPORATE  
 SEAL

.....  
 Signature

Title:.....

Bonding Agent's Name:.....

(Business Address of Surety)

Agent's Address:.....



**HOWARD COUNTY, MARYLAND**  
**PAYMENT BOND**

Principal	Business Address of Principal
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Surety	Obligee
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HOWARD COUNTY, MARYLAND

a corporation of the State of .....  
and authorized to do business in the State of  
Maryland

Penal Sum of Bond (express in words  
and figures)

Date of Contract

....., 20.....

Date Bond Executed

....., 20.....

Description of Contract


Contract Number:

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business addresses as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of Claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, out heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where a surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, out successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a Contract with Howard County, Maryland, which Contract is described and dated as shown above, and incorporated herein be reference. The contract and all items incorporated into the modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the Contract shall hereinafter be referred to as the "Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed and delivered to the Obligee.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all Claimants as hereinafter defined, for all sums justly due, labor and materials furnished, supplied, and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying labor and materials in the prosecution of the work provided for in the Contract entitled to the protection provided by Sec. 17-101, et seq., State Finance and Procurement Article of the Annotated Code of Maryland ("Maryland Little Miller Act").
2. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every Claimant as herein defined, who has not been paid in full may, pursuant to and when in compliance with the provisions of the Maryland Little Miller Act, 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 Obligee shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland exclusive of its choice of laws rules and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: The corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the date of this Bond shown above.



In Presence of: Individual Principal  
 Witness  
 ..... as to .....(SEAL)

In Presence of: Co-Partnership Principal  
 Witness  
 .....(SEAL)  
 (Name of Co-Partnership)  
 ..... as to By:.....(SEAL)  
 ..... as to .....(SEAL)  
 ..... as to .....(SEAL)

Corporate Principal  
 .....  
 Attest: (Name of Corporation)  
 ..... AFFIX  
 By:..... CORPORATE  
 Corporate Secretary President SEAL

.....  
 (Surety)  
 Attest: (SEAL) By:..... AFFIX  
 ..... CORPORATE  
 ..... SEAL  
 Signature Title:.....

Bonding Agent's Name:.....  
 (Business Address of Surety)

Agent's Address:.....

## EQUAL BUSINESS OPPORTUNITY PARTICIPATION

### NOTICE TO PRIME CONTRACTORS 10% SUBCONTRACTING GOAL ON AGREEMENTS VALUED AT \$50,000 OR MORE

Howard County Code Section 4.122 established an Equal Business Opportunity program to foster overall equity and fairness to all citizens in relation to business enterprises conducting business with the County.

If an Agreement award is \$50,000 or more, the Prime Contractor shall comply with the Howard County Equal Business Opportunity (EBO) program's 10% subcontracting goal. The Prime Contractor shall make a good faith effort to obtain minority subcontractor participation even if the Prime Contractor has the capability to complete the work with its own workforce. This is also applicable to Prime Contractors that are minority-owned firms. The percentage requirement may vary. Prime Contractors shall submit the following completed *Equal Business Opportunity Schedule of Participation* with the proposal. Identify subcontractors prior to submitting the proposal. After Agreement award, changes in subcontractors require the written approval of the EBO Coordinator.

Possible areas of obtaining subcontracting participation include, but are not limited to, flagging services, hauling, copying and printing, and the purchase of materials used in performing the Agreement. Contractors may use minority, women or disabled business enterprises certified by Howard County, Maryland; the Maryland Department of Transportation; the City of Baltimore, Maryland; or another certifying entity in order to satisfy the 10% subcontracting goal. The website addresses for lists of minority businesses are:

[http://www.howardcountymd.gov/Purchasing/Purchasing\\_EBO.htm](http://www.howardcountymd.gov/Purchasing/Purchasing_EBO.htm)

[http://www.mdot.state.md.us/MBE\\_Program/index.html](http://www.mdot.state.md.us/MBE_Program/index.html)

<http://cityservices.baltimorecity.gov/mwboo>

### PRIME CONTRACTOR INVOICING REQUIREMENTS

Prime Contractors shall use the following County standard *Invoice* that will record EBO participation. If there is no EBO participation in a particular billing cycle due to the nature of the goods or services provided, that must be noted on the invoices as well. Even though Prime Contractors may have their own invoice forms, the County's form must be used, either in place of or in addition to the Contractor's invoice form, so that County can track compliance of EBO participation in a standard and consistent manner. The form is available for download on the Office of Purchasing web site at [www.howardcountymd.gov/purchasing](http://www.howardcountymd.gov/purchasing).

Prime Contractors failing to achieve the EBO program goal following a good faith effort to obtain participation must complete the *Equal Business Opportunity Program Request for Subcontracting Waiver* (available from the Office of Purchasing) and provide documentation of its good faith attempts to obtain EBO participation. A waiver will only be considered in rare circumstances wherein the County has determined if the efforts made satisfy a good faith attempt.

If the County exercises its option to renew the Agreement, it is expected that the EBO subcontracting goal will be met for each subsequent Agreement year when the Agreement amount is \$50,000.00 or more. Questions relating to the EBO program shall be directed to the EBO Coordinator 410-313-6370.

### SUBCONTRACTOR REPORTING REQUIREMENTS

Contractors shall provide their subcontractors with the following *Subcontractor Monthly Payment Report*. This report must be submitted by the 10<sup>th</sup> of each month by the subcontractor even if there has been no payment/work performed for the preceding billing cycle to the Office of Purchasing unless otherwise specified. The form is available on the Office of Purchasing web site at [www.howardcountymd.gov/purchasing](http://www.howardcountymd.gov/purchasing).



**HOWARD COUNTY, MARYLAND  
EQUAL BUSINESS OPPORTUNITY (EBO)  
SCHEDULE OF PARTICIPATION**

COUNTY USE ONLY		
CONTRACT NAME: _____		
Solicitation /Project#: _____		PO#: _____ Contract Renewal : _____
Contract Amount: _____	Contract Term: _____	EBO APPROVAL: _____
<b>PRIME CONTRACTOR</b>		
CONTRACTOR NAME: _____		
Address: _____		
Contact Representative: _____		Phone: _____
Email: _____		EBO Status (Y/N): _____ EBO TYPE*: _____
Certifying Agency: _____		Certification #: _____ Contract Amount: \$ _____
<b>COUNTY USE ONLY</b>	Amount: _____	Date: _____
<b>EBO SUBCONTRACTOR</b>		
CONTRACTOR NAME: _____		
Address: _____		
Contact Representative: _____		Phone: _____
Email: _____		EBO Status (Y/N): _____ EBO TYPE*: _____
Certifying Agency: _____		Certification #: _____ % Participation: _____
Services to be performed: _____		
<b>COUNTY USE ONLY</b>	Amount: _____	Date: _____
<b>EBO SUBCONTRACTOR</b>		
CONTRACTOR NAME: _____		
Address: _____		
Contact Representative: _____		Phone: _____
Email: _____		EBO Status (Y/N): _____ EBO TYPE*: _____
Certifying Agency: _____		Certification #: _____ % Participation: _____
Services to be performed: _____		
<b>COUNTY USE ONLY</b>	Amount: _____	Date: _____

\_\_\_\_\_  
Signature (Vendor Official)\_\_\_\_\_  
Date\_\_\_\_\_  
Title

\*EBO TYPES: AF/AM=Native American Alaskan  
FF/FM=Asian Pacific Islander  
WF=White Female

BF/BM=Black  
HF/HM=Hispanic

DF/DM=Disabled  
NF/NM=Near Eastern

**HOWARD COUNTY, MARYLAND  
OFFICE OF PURCHASING  
Gateway Building, 5th Floor  
6751 Columbia Gateway Drive  
Columbia, MD 21046**

**RAIN FOREST PROTECTION ACT OF 1991**

(The provisions of this subtitle shall apply to any procurement for the purchase of wood products that is over \$2,000.  
"Wood products" are those exposed wood areas that are visible to the eye.)

**CAPITAL PROJECT CERTIFICATION - CAPITAL PROJECT NUMBER \_\_\_\_\_  
INVITATION FOR BID NO. 2013-XX**

I/We \_\_\_\_\_  
(name of firm)

Located at \_\_\_\_\_  
(address)

( ) \_\_\_\_\_, hereby certify that the supplies being offered in  
this (phone number)  
capital project bid comply with the Howard County Rain Forest Protection Act of 1991.

The Act prohibits the purchase, by Howard County, of certain tropical rain forest wood products which are exposed and visible to the eye.

Howard County shall not purchase any of the following tropical wood products unless the vendor shows that the tropical wood item or type has been harvested from a pre-existing plantation, managed to maintain environmental functions, including watershed stability and erosion control practices, sustained yield production, and positive impact on the well being of local communities.

Name

Acapu  
Afromosia  
Almon  
Amaranth  
Amazaque  
Aningeria  
Apitong  
Balsa  
Banak  
Bella Rosa  
Benge  
Boire  
Bubinga  
Cativo  
Chenchen  
Concobolo  
Cordia  
Ebony  
Gaboon  
Iroko  
Koa  
Koto

Name

Lauan, Red  
Lauan, White  
Limba  
Louro  
Mahogany, African  
Mahogany, American  
Makore  
Movingui  
Paduak, African  
Paduak, Angola  
Peroba  
Purpleheart  
Ramin  
Rosewood  
Sapele  
Sonora  
Tanguille  
Teak  
Tiger Wood  
Wenge  
Zebrawood

WITNESS:

\_\_\_\_\_

Signature

\_\_\_\_\_  
Name and Title of Signer

HOWARD COUNTY, MARYLAND

**CORPORATION INFORMATION SHEET**

1. CORPORATE NAME: \_\_\_\_\_
2. CORPORATE ADDRESS: \_\_\_\_\_  
\_\_\_\_\_
3. PRINCIPAL BUSINESS OFFICE ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_
4. NAME AND ADDRESS OF RESIDENT AGENT: \_\_\_\_\_
5. DATE OF INCORPORATION: \_\_\_\_\_ STATE OF INCORPORATION: \_\_\_\_\_
6. IF INCORPORATED IN ANOTHER STATE, IS CORPORATION REGISTERED AND QUALIFIED TO DO BUSINESS IN THE STATE OF MARYLAND? YES \_\_\_\_\_ NO \_\_\_\_\_
7. IS CORPORATION IN GOOD STANDING WITH THE STATE OF MARYLAND? YES \_\_\_\_\_ NO \_\_\_\_\_
8. IS THIS A CLOSE CORPORATION? YES \_\_\_\_\_ NO \_\_\_\_\_
9. MD STATE ASSESSMENT REGISTRATION NO.: \_\_\_\_\_
10. TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

Legal documents must be executed by the Corporate President or Vice President and the signature must be ATTESTED, not witnessed, by the Corporate Secretary or Assistant Secretary except in the case of a close corporation in which the signature may be witnessed. If someone other than the President or Vice President executes, the documents must be accompanied by a copy of Corporate By-Laws or Corporate Resolution indicating authority of individual to bind corporation.

11. NAME AND ADDRESSES OF ALL CURRENT OFFICERS (ATTACH INDIVIDUAL PAGES, IF NECESSARY):

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

12. NAMES AND ADDRESSES OF ALL CURRENT DIRECTORS (ATTACH ADDITIONAL PAGES, IF NECESSARY):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Authorized Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

(Type or Print Name) \_\_\_\_\_ (Title) \_\_\_\_\_

## HOWARD COUNTY, MARYLAND CONTRACTOR AGREEMENT

THIS AGREEMENT ("Contract"), is made this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2013, by and between [ Insert Name of Contractor ], Insert Contractor's Address , Insert Phone # ] ("the Contractor"), and HOWARD COUNTY, MARYLAND, ("the County") as a result of Invitation for Bid No. \_\_\_\_\_ - \_\_\_\_\_.

### RECITALS

This Agreement is made for the construction and other appurtenant work, as shown in the drawings and specifications marked Contract No. CA [XX-XX] on file in the County Office, Ellicott City, Maryland. The Contract is subject to all the conditions, covenants, stipulations, terms and provisions contained in the Contract Documents as described in Paragraph 6 of this Agreement. The Contractor has been notified of award, for a sum equal to the aggregate cost of the work, labor, materials, and supplies done or furnished, at the prices and rates respectively named in the attached proposal (also referred to as Contractor's "Bid").

This Agreement fulfills the conditions of the Contract's award, which provides that a formal contract should be executed by and between the Contractor and the County evidencing the terms of the award.

### AGREEMENTS

1. The Contractor covenants and agrees with the County that it will well and faithfully construct the project known as [ Insert Contract Title ] work, in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the Contract Documents, at and for a sum equal to the aggregate cost of the work, labor, materials, and supplies done and furnished at the prices and rates respectively named in the attached proposal. The Contractor further covenants and agrees that it will well and faithfully comply with and perform each and every obligation imposed upon him by the Contract Documents, or the terms of the award.
2. The Contractor covenants and agrees that its obligations pursuant to the Contract Documents include but are not limited to the furnishing of all material, labor, equipment, supplies, plant, tools, and all other services, facilities and expenses necessary for the full operational performance and completion of the requirements of the Contract Documents.
3. The County agrees that it will pay the Contractor, when due and payable under the terms of said Contract Documents and of said award, the sums set forth in Contractor's proposal, and the Contractor agrees that it will well and faithfully comply with and perform each and every obligation imposed upon it by this Agreement.
4. The Contractor (if a corporation), hereby certifies that it is a Maryland corporation in good standing or a foreign corporation registered to do business in Maryland with the Maryland State Department of Assessments and Taxation.
5. The Contractor hereby certifies that it has read and understands the provisions of the Howard County Charter dealing with conflicts of interest.
6. The Contractor and County agree that the following enumerated documents, collectively referred to as Contract Documents, are all essential documents of this Agreement and are made a part hereof as if fully set forth herein:

1. Owner/Contractor Agreement
2. General Conditions for Construction and Applicable Addenda
3. Proposal and Special Provisions
4. Instructions to Bidders
5. Bid Form
6. Performance Bond No. \_\_\_\_\_
7. Labor and Materials Payment Bond No. \_\_\_\_\_
8. All Drawings and Specifications
9. All Addenda duly issued prior to submission of Bids
10. All Change Orders duly issued
11. Any amendments to the Contract duly executed by both parties, and
12. Additional documents listed on any Addendum attached hereto.

#### 7. Ownership of Goods.

All finished or unfinished work, reports, or goods that are the subject of this Agreement; including any licenses or consents acquired by the Contractor for performance hereunder, shall be and shall remain the property of the County.

#### 8. Term. All proposed work shall be completed within 120 calendar days from notice to proceed

#### 9. Ethics.

9.1 The Contractor certifies that the officer of the corporation who is executing this Agreement has read and understands Attachment A, entitled Howard County Charter and Code References to Ethics, which contains the provisions of Section 901(a) of the Howard County Charter dealing with conflicts of interest and Section 22.204 of the Howard County Code dealing with conflicts of interest.

9.2 The Contractor certifies that he/she has (1) not been a party to an agreement to bid a fixed or uniform price; (2) not offered nor will offer any gratuity to any county official or employee; and (3) not violated any of the fair employment provisions of Code Sec. 4.119 Ethics and Fair Employment Practices detailed in Attachment A.

10. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.

This Agreement is made and entered into in Maryland and is to be construed under the laws of Maryland. As to the Contractor, this Agreement is intended to be a contract under seal and a specialty.

ATTEST:

APPROVED AND AGREED TO:

**[INSERT LEGAL NAME OF CONTRACTOR]**

\_\_\_\_\_  
Secretary  
\_\_\_\_\_  
Print Name

By: \_\_\_\_\_ (SEAL)  
Title: \_\_\_\_\_ [Insert Name]

ATTEST:

APPROVED:

HOWARD COUNTY, MARYLAND

\_\_\_\_\_  
Lonnie R. Robbins  
Chief Administrative Officer

By: \_\_\_\_\_  
Ken Ulman  
County Executive

RECOMMENDED FOR APPROVAL:

APPROVED FOR SUFFICIENCY OF FUNDS:

\_\_\_\_\_  
James M. Irvin, Director  
Director of Public Works

\_\_\_\_\_  
Stanley Milesky, Director  
Department of Finance

APPROVED FOR LEGAL SUFFICIENCY:

\_\_\_\_\_  
Margaret Ann Nolan  
County Solicitor

REVIEWING ATTORNEY:

\_\_\_\_\_  
Type Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## ATTACHMENT A

**HOWARD COUNTY CHARTER AND CODE REFERENCES TO ETHICS***Charter Section 901. Conflict of Interest.*

(a) **Prohibitions.** No officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of any contract, job, work, or service for the County. No such officer or employee shall accept any service or thing of value, directly or indirectly, from any person, firm or corporation having dealings with the County, upon more favorable terms than those granted to the public generally, nor shall he receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the County, or by any person in connection with any dealings with the County, or by any person in connection with any dealings with or proceedings before any branch, office, department, board, commission or other agency of the County. No such officer or employee shall directly or indirectly be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for County officers, employees or persons or firms doing business with the County. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act or omission in the course of his public work; provided, however, that the head of any department or board of the County may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.

(b) **Rules of construction; exceptions by Council.** The provisions of this Section shall be broadly construed and strictly enforced for the purpose of preventing officers and employees from securing any pecuniary advantages, however indirect, from their public associations, other than their compensation provided by law.

In order, however, to guard against injustice, the Council may, by resolution, specifically authorize any County officer or employee to own stock in any corporation or to maintain a business in connection with any person, firm or corporation dealing with the County, if, on full public disclosure of all pertinent facts to the County Council by such officer or employee, the Council shall determine that such stock ownership or connection does not violate the public interest.

The County Council may, by ordinance, delegate to the Howard County Ethics Commission the power to make such determinations and to authorize the ownership or connection. Any ordinance which delegates this power shall provide for procedures including a public hearing, and shall establish criteria for determining when the ownership or connection does not violate the public interest.

(c) **Penalties.** Any officer or employee of the County who willfully violates any of the provisions of this Section shall forfeit his office. If any person shall offer, pay, refund or rebate any part of any fee, commission, or other form of compensation to any officer or employee of the County in connection with any County business or proceeding, he shall, on conviction, be punishable by imprisonment for not less than one or more than six months or a fine of not less than \$100.00 or more than \$1,000.00, or both. Any contract made in violation of this Section may be declared void by the Executive or by resolution of the Council. The penalties in this Section shall be in addition to all other penalties provided by law.

*Code Section 4.119. Ethics and Fair Employment Practices.*

(a) **Conflict of Interest.** Bidders, vendors, purchasers and county employees involved in the purchasing process shall be governed by the provisions of the Howard County Charter and Howard County law regarding conflict of interest. No vendor shall offer a gratuity to an official or employee of the county. No official or employee shall accept or solicit a gratuity.

(b) **Discouragement of Uniform Bidding.**

(1) It is the policy of the county to discourage uniform bidding by every possible means and to endeavor to obtain full and open competition on all purchases and sales.

(2) No bidder may be a party with other bidders to an agreement to bid a fixed or uniform price.

(3) No person may disclose to another bidder, nor may a bidder acquire, prior to the opening of bids, the terms and conditions of a bid submitted by a competitor.

(c) **Fair Employment Practices**

(1) Bidders, vendors and purchasers may not engage in unlawful employment practices as set forth in Subtitle 2 "human Rights" of Title 12 of the Howard County Code Section 14 of Article 49B of the Annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended. Should any bidders, vendors or purchasers engage in such unlawful employment practices, they shall be subject to being declared irresponsible or being debarred pursuant to the provisions of this subtitle.

(2) The Howard County Office of Human Rights shall notify the county purchasing agent when any bidder is found, by a court of competent jurisdiction, to have engaged in any high unlawful employment practices.

(3) If any bidder has been declared to be an irresponsible bidder for having engaged in an unlawful employment practice and has been debarred from bidding pursuant to this subtitle, the Howard County Office of Human Rights shall review the employment practices of such bidder after the period of debarment has expired to determine if violations have been corrected and shall, within 30 days, file a report with the county purchasing agent informing the agent of such corrections before such bidder can be declared to be a responsible bidder by the County Purchasing agent.



(4) Payment of subcontractors. All contractors shall certify in writing that timely payments have been made to all subcontractors supplying labor and materials in accordance with the contractual arrangements made between the contractor and the subcontractors. No contractor will be paid a second or subsequent progress payment or final payment until such written certification is presented to the county purchasing agent.

***Code Section 22.204. - Prohibited Conduct and Interests.***

**(a) Participation Prohibitions.**

- (1) Except as permitted by Commission regulation or opinion, an official or employee may not participate in:
- (i) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision of the matter, any matter in which, to the knowledge of the official or employee, the official or employee or a qualified relative of the official or employee has an interest.
  - (ii) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision with respect to the matter, any matter in which any of the following is a party:
    - a. A business entity in which the official or employee has a direct financial interest of which the official or employee may reasonably be expected to know;
    - b. A business entity for which the official, employee, or a qualified relative of the official or employee is an officer, director, trustee, partner, or employee;
    - c. A business entity with which the official or employee or, to the knowledge of the official or employee, a qualified relative is negotiating or has any arrangement concerning prospective employment;
    - d. If the contract reasonably could be expected to result in a conflict between the private interests of the official or employee and the official duties of the official or employee, a business entity that is a party to an existing contract with the official or employee, or which, to the knowledge of the official or employee, is a party to a contract with a qualified relative;
    - e. An entity, doing business with the County, in which a direct financial interest is owned by another entity in which the official or employee has a direct financial interest, if the official or employee may be reasonably expected to know of both direct financial interests; or
    - f. A business entity that:
      - 1. The official or employee knows is a creditor or obligee of the official or employee or a qualified relative of the official or employee with respect to a thing of economic value; and
      - 2. As a creditor or obligee, is in a position to directly and substantially affect the interest of the official or employee or a qualified relative of the official or employee.
- (2) A person who is disqualified from participating under paragraph 1. of this subsection shall disclose the nature and circumstances of the conflict and may participate or act if:
- (i) The disqualification leaves a body with less than a quorum capable of acting;
  - (ii) The disqualified official or employee is required by law to act; or
  - (iii) The disqualified official or employee is the only person authorized to act.
- (3) The prohibitions of paragraph 1 of this subsection do not apply if participation is allowed by regulation or opinion of the Commission.

**(b) Employment and Financial Interest Restrictions.**

- (1) Except as permitted by regulation of the commission when the interest is disclosed or when the employment does not create a conflict of interest or appearance of conflict, an official or employee may not:
- (i) Be employed by or have a financial interest in any entity:
    - a. Subject to the authority of the official or employee or the County agency, board, commission with which the official or employee is affiliated; or
    - b. That is negotiating or has entered a contract with the agency, board, or commission with which the official or employee is affiliated; or
  - (ii) Hold any other employment relationship that would impair the impartiality or independence of judgment of the official or employee.
- (2) The prohibitions of paragraph (1) of this subsection do not apply to:
- (i) An official or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to the authority;
  - (ii) Subject to other provisions of law, a member of a board or commission in regard to a financial interest or employment held at the time of appointment, provided the financial interest or employment is publicly disclosed to the appointing authority and the Commission;
  - (iii) An official or employee whose duties are ministerial, if the private employment or financial interest does not create a conflict of interest or the appearance of a conflict of interest, as permitted and in accordance with regulations adopted by the Commission; or
  - (iv) Employment or financial interests allowed by regulation of the Commission if the employment does not create a conflict of interest or the appearance of a conflict of interest or the financial interest is disclosed.

**(c) Post-Employment Limitations and Restrictions.**

- (1) A former official or employee may not assist or represent any party other than the County for compensation in a case, contract, or other specific matter involving the County if that matter is one in which the former official or employee significantly participated as an official or employee.

## DOCUMENT D

(2) For a year after the former member leaves office, a former member of the County Council may not assist or represent another party for compensation in a matter that is the subject of legislative action.

(d) **Contingent Compensation.** Except in a judicial or quasi-judicial proceeding, an official or employee may not assist or represent a party for contingent compensation in any matter before or involving the County.

(e) **Use of Prestige of Office.**

(1) An official or employee may not intentionally use the prestige of office or public position for the private gain of that official or employee or the private gain of another.

(2) This subsection does not prohibit the performance of usual and customary constituent services by an elected official without additional compensation.

(f) **Solicitation and Acceptance of Gifts.**

(1) An official or employee may not solicit any gift.

(2) An official or employee may not directly solicit or facilitate the solicitation of a gift, on behalf of another person, from an individual regulated lobbyist.

(3) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know:

(i) Is doing business with or seeking to do business with the County office, agency, board or commission with which the official or employee is affiliated;

(ii) Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;

(iii) Is engaged in an activity regulated or controlled by the official's or employee's governmental unit; or

(iv) Is a lobbyist with respect to matters within the jurisdiction of the official or employee.

(4) (i) Subsection (4)(ii) does not apply to a gift:

a. That would tend to impair the impartiality and the independence of judgment of the official or employee receiving the gift;

b. Of significant value that would give the appearance of impairing the impartiality and independence of judgment of the official or employee; or

c. Of significant value that the recipient official or employee believes or has reason to believe is designed to impair the impartiality and independence of judgment of the official or employee.

(ii) Notwithstanding paragraph (3) of this subsection, an official or employee may accept the following:

a. Meals and beverages consumed in the presence of the donor or sponsoring entity;

b. Ceremonial gifts or awards that have insignificant monetary value;

c. Unsolicited gifts of nominal value that do not exceed \$20.00 in cost or trivial items of informational value;

d. Reasonable expenses for food, travel, lodging, and scheduled entertainment of the official or the employee at a meeting which is given in return for the participation of the official or employee in a panel or speaking engagement at the meeting;

e. Gifts of tickets or free admission extended to an elected official to attend a charitable, cultural, or political event, if the purpose of this gift or admission is a courtesy or ceremony extended to the elected official's office;

f. A specific gift or class of gifts that the Commission exempts from the operation of this subsection upon a finding, in writing, that acceptance of the gift or class of gifts would not be detrimental to the impartial conduct of the business of the County and that the gift is purely personal and private in nature;

g. Gifts from a person related to the official or employee by blood or marriage, or any other individual who is a member of the household of the official or employee; or

h. Honoraria for speaking to or participating in a meeting, provided that the offering of the honorarium is not related, in any way, to the official's or employee's official position.

(g) **Disclosure of Confidential Information.** Other than in the discharge of official duties, an official or employee may not disclose or use confidential information, that the official or employee acquired by reason of the official's or employee's public position and that is not available to the public, for the economic benefit of the official or employee or that of another person.

(h) **Participation in Procurement.**

(1) An individual or a person that employs an individual who assists a County, agency or unit in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement, may not submit a bid or proposal for that procurement, or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement.

(2) The Commission may establish exemptions from the requirements of this section for providing descriptive literature, sole source procurements, and written comments solicited by the procuring agency.

# **SUBMITTALS**

**HOWARD COUNTY, MARYLAND**  
**BID PROPOSAL FORM CHECKLIST**

**INVITATION FOR BID NO. 2014-41**

**HISTORIC RENOVATION OF THE BELMONTMANOR HOUSE, SMOKE HOUSE AND PUMP  
HOUSE**

**CAPITAL PROJECT NO. N-3958**

**NAME OF CONTRACTOR:** \_\_\_\_\_  
**(Please Print or Type)**

Is the company a certified Minority-, Women-, or Disabled-Owned Business Enterprise?

☐ YES ☐ NO

If yes, indicate the type of minority ownership:

☐ African American ☐ Asian American ☐ Disabled ☐ Eskimo  
☐ Female ☐ Hispanic ☐ Native American

If yes, indicate the certification(s) held:

☐ Howard County Government ☐ MD Dept. of Transportation ☐ City of Baltimore ☐ Other

Certification Number(s) and Expiration Date(s): \_\_\_\_\_

This package contains the following items:

\_\_\_\_\_ PROPOSAL FORMS (Including acknowledgement of Addendum/Addenda)  
\_\_\_\_\_ RAIN FOREST PROTECTION ACT OF 1991 CERTIFICATION  
\_\_\_\_\_ AFFIDAVIT  
\_\_\_\_\_ FOREIGN SERVICES DISCLOSURE FORM  
\_\_\_\_\_ QUALIFICATIONS QUESTIONNAIRE (Must be completed by all bidders)  
\_\_\_\_\_ EQUAL BUSINESS OPPORTUNITY (EBO) SCHEDULE OF PARTICIPATION  
\_\_\_\_\_ WAGE RATE REQUIREMENTS FOR SERVICE CONTRACTS FORM  
\_\_\_\_\_ BID BOND OR CERTIFIED CHECK (Forms provided by the Bonding Agency)

THIS PACKAGE – DOCUMENT F, MUST BE SUBMITTED IN DUPLICATE (1 ORIGINAL AND 1 COPY) TO THE OFFICE OF PURCHASING, GATEWAY BUILDING, 5<sup>TH</sup> FLOOR, 6751 COLUMBIA GATEWAY DRIVE, COLUMBIA, MD 21046 ON OR BEFORE:

February 5, 2014 at 2:00 P.M.

BIDDERS ARE REQUESTED TO SUBMIT THEIR BIDS IN A SEALED ENVELOPE PLAINLY MARKED TO INDICATE ITS CONTENTS OR IN AN ENVELOPE FURNISHED BY THE COUNTY AND TO ENTER THE PROJECT NAME, CAPITAL PROJECT NUMBER (CONTACT NUMBER IF APPLICABLE) AND BID OPENING TIME AND DATE ON THE ENVELOPE.

**HOWARD COUNTY, MARYLAND**  
**BID PROPOSAL**  
**INVITATION FOR BID NO. 2014-41**  
**HISTORIC RENOVATION OF THE BELMONTMANOR HOUSE, SMOKE HOUSE AND PUMP HOUSE**  
**CAPITAL PROJECT NO. N-3958**

The Bidder declares that the only person, firm or corporation or persons, firms, or corporations that has or have any interest in this proposal or in the contract or contracts proposed to be taken, is or are the undersigned; that this proposal is made without any connection, collusion, or agreement with any person, firm, or corporation making a proposal for the same work to bid a fixed or uniform price, that the attached specifications and form of contract therein referred to have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and that it is proposed and agreed if the proposal is accepted to contract with the Howard County, Maryland, Department of Recreation and Parks, in the form of contract hereto attached to do the required work in the manner set forth in the specifications.

Made this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
 (FIGURES) TOTAL AMOUNT OF BID

PROPOSAL OF \_\_\_\_\_

ADDRESS \_\_\_\_\_

SIGNED \_\_\_\_\_

NAME (Print or Type) \_\_\_\_\_

TITLE \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

All work on the interior of Belmont Manor shall be completed by July 1, 2014. All work on the exterior of Belmont Manor shall be completed by July 30, 2014. If awarded, the completion dates for Alternate A (Smoke House) and Alternate B (Pump House) shall be July 30, 2014.

The amount of liquidated damages for this contract shall be \$500.00 per calendar day.

Accompanying this Proposal is a bid bond or certified check for 5% percent of the bid price payable to the "Director of Finance, Howard County", which is to be forfeited, as liquidated damages in the event that this Proposal is accepted and the above signed bidder shall refuse or neglect to execute the Contract and furnish the stipulated Bond under the conditions and time set forth in the Specifications.

**HOWARD COUNTY, MARYLAND**

**ADDENDUM IDENTIFICATION**  
**INVITATION FOR BID NO. 2014-41**

**HISTORIC RENOVATION OF THE BELMONTMANOR HOUSE, SMOKE HOUSE AND PUMP HOUSE**  
**CAPITAL PROJECT NO. N-3958**

Bidder shall identify by number, date and number of pages the following addenda and agree that the costs shown in the proposal reflect all changes made by addenda.

<u>NO.</u>	<u>Date</u>	<u>No. of Pages</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**HOWARD COUNTY  
DEPARTMENT OF PUBLIC WORKS  
INVITATION FOR BID NO. 2014-41, CAPITAL PROJECT NO. N-3958  
HISTORIC RENOVATION OF THE BELMONTMANOR HOUSE, SMOKE HOUSE AND PUMP HOUSE**

**PROPOSAL FORM  
SCHEDULE OF PRICES**

<b>Item No.</b>	<b>Description</b>	<b>Price</b>
1.	Restoration Services, Historical. Belmont Manor House (Interior) restoration elements including: hardwood floor refinishing, wooden railing refinishing, painting, plaster restoration, window & door restoration, window & door hardware refinishing, wall paper removal & installation, ceiling medallion removal & installation, light fixture installations, fireplace mantel & firebox cleaning & firebox restorations, bathroom tile & fixture renovation.	\$ _____
2	Restoration Services, Historical. Belmont Manor House (Exterior) restoration elements include: Cedar Shake Roof replacement, rubber membrane replacement on flat roves, copper work- flashing, barrel dormer roves, chimney caps, down spouts and gutters, dormer renovation, window & door restorations, window & door hardware refinishing, shutter restoration & reconstruction, porch decking replacement, steel railing restoration, stone step restoration, wood fascia & trim restoration, drivit cleaning and refinishing & painting.	\$ _____
<b>Total Bid Price (Item 1 + Item 2): \$ _____</b>		
3	Alternate A: Restoration Services, Historical. Belmont Manor Smoke House interior and exterior elements including: door, door frame, siding and wood fascia restoration. Cleaning of wood work & foundation, brick & stone masonry repairs and re-pointing, exterior structure painting. Asphalt shingle removal & installation of new roof purlins and cedar shake shingles.	\$ _____
4	Alternate B: Restoration Services, Historical. Belmont Manor Pump House interior and exterior elements including: cleaning of interior & exterior woodwork, painting and installation of new cupola, interior & exterior painting, woodwork restorations, window repair & restoration. Asphalt shingle removal & installation of new roof purlins and cedar shake shingles.	\$ _____
5	Alternate C: Restoration Services, Historical. Roof Purlin per foot supplied and installed 1" x 8" D-select fir	\$ _____
6	Alternate D: Restoration Services, Historical. Roof Purlin per foot supplied and installed 1" x 6" D-select fir	\$ _____

**HOWARD COUNTY, MARYLAND**  
**OFFICE OF PURCHASING**  
**Gateway Building, 5th Floor**  
**6751 Columbia Gateway Drive**  
**Columbia, MD 21046**

**RAIN FOREST PROTECTION ACT OF 1991 CERTIFICATION**

(The provisions of this subtitle shall apply to any procurement for the purchase of wood products that is over \$2,000.  
"Wood products" are those exposed wood areas that are visible to the eye.)

**INVITATION FOR BID NO. 2014-41**  
**HISTORIC RENOVATION OF THE BELMONTMANOR HOUSE, SMOKE HOUSE AND PUMP HOUSE**  
**CAPITAL PROJECT NO. N-3958**

I/We \_\_\_\_\_,  
(name of firm)  
Located \_\_\_\_\_  
(address)  
( ) \_\_\_\_\_, hereby certify that the supplies being offered in this  
(phone number)  
capital project bid comply with the Howard County Rain Forest Protection Act of 1991.

The Act prohibits the purchase, by Howard County, of certain tropical rain forest wood products which are exposed and visible to the eye.

Howard County shall not purchase any of the following tropical wood products unless the vendor shows that the tropical wood item or type has been harvested from a pre-existing plantation, managed to maintain environmental functions, including watershed stability and erosion control practices, sustained yield production, and positive impact on the well being of local communities.

Name	Name
Acapu	Lauan, Red
Afromosia	Lauan, White
Almon	Limba
Amaranth	Louro
Amazaque	Mahogany, African
Aningeria	Mahogany, American
Apitong	Makore
Balsa	Movingui
Banak	Paduak, African
Bella Rosa	Paduak, Angola
Benge	Peroba
Boire	Purpleheart
Bubinga	Ramin
Cativo	Rosewood
Chenchen	Sapele
Concobolo	Sonora
Cordia	Tanguille
Ebony	Teak
Gaboon	Tiger Wood
Iroko	Wenge
Koa	Zebrawood
Koto	

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title of Signer



**HOWARD COUNTY, MARYLAND**  
**CORPORATION INFORMATION SHEET**

**FORM A**

1. CORPORATE NAME: \_\_\_\_\_
2. CORPORATE ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_
3. PRINCIPAL BUSINESS OFFICE ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_
4. NAME AND ADDRESS OF RESIDENT AGENT: \_\_\_\_\_
5. DATE OF INCORPORATION: \_\_\_\_\_ STATE OF INCORPORATION: \_\_\_\_\_
6. IF INCORPORATED IN ANOTHER STATE, IS CORPORATION REGISTERED AND QUALIFIED TO DO BUSINESS IN THE STATE OF MARYLAND? YES \_\_\_\_\_ NO \_\_\_\_\_
7. IS CORPORATION IN GOOD STANDING WITH THE STATE OF MARYLAND? YES \_\_\_\_\_ NO \_\_\_\_\_
8. IS THIS A CLOSE CORPORATION? YES \_\_\_\_\_ NO \_\_\_\_\_
9. MD STATE ASSESSMENT REGISTRATION NO.: \_\_\_\_\_
10. TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

Legal documents must be executed by the Corporate President or Vice President and the signature must be ATTESTED, not witnessed, by the Corporate Secretary or Assistant Secretary except in the case of a close corporation in which the signature may be witnessed. If someone other than the President or Vice President executes, the documents must be accompanied by a copy of Corporate By-Laws or Corporate Resolution indicating authority of individual to bind corporation.

11. NAME AND ADDRESSES OF ALL CURRENT OFFICERS (ATTACH INDIVIDUAL PAGES, IF NECESSARY):

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

12. NAMES AND ADDRESSES OF ALL CURRENT DIRECTORS (ATTACH ADDITIONAL PAGES, IF NECESSARY):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(Authorized Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

(Type or Print Name) \_\_\_\_\_ (Title) \_\_\_\_\_

**QUALIFICATIONS QUESTIONNAIRE**  
**INVITATION FOR BID NO. 2014-41**  
**HISTORIC RENOVATION OF THE BELMONTMANOR HOUSE, SMOKE HOUSE AND**  
**PUMP HOUSE**  
**CAPITAL PROJECT NO. N-3958**

**Name of Company:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**BIDDER'S QUALIFICATIONS**

1. Bidders shall demonstrate experience in the historic construction field by providing a minimum of three completed projects of similar size and scope within the past five years. Bidders shall document this experience on the Qualifications Questionnaire (Document E), and provide a detailed list of recently completed projects meeting the specified experience requirements.
2. The Qualifications Questionnaire shall be completed by all Bidders. Only the information contained in the Qualifications Questionnaire will be considered in evaluating the Bidder's qualifications. Attachments (unless specifically requested), company brochures or submittals in any other format will not be considered in evaluating the qualifications of the Bidder.
3. The County reserves the right to check references furnished and consider the responses received in determining award of this bid. The County will not contact Bidders for clarifications of illegible information, wrong names, wrong phone numbers, or wrong addresses provided by Bidders on the Qualifications Questionnaire. Incomplete submittals or unverifiable information may not be considered in the evaluation.
4. The County reserves the right to inspect the Bidders' equipment, request resumes or past work histories of key personnel or to interview key personnel to be assigned to this contract.
5. No contract shall be awarded to other than a responsible bidder meeting all the requirements of these specifications. The County reserves the right to reject any bid if deemed non-compliant.

**DOCUMENT F****CONTRACTOR'S QUALIFICATION INFORMATION**

COMPANY NAME: \_\_\_\_\_

1. References: Give name, address, and telephone number of owner or manager of a minimum of three completed accounts of similar size and scope for which Contractor has provided historic renovations during the past five years. Each project example must show evidence of historic restorations in the areas of; cedar shake roofing, window rehabilitation, shutter rehabilitation, the use of copper in historic renovations, interior restorations for structures dating back to 1850.

1.1.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____
1.2.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____
1.3.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____

2. The Contractor has provided the above services for \_\_\_\_ years.

3. Identify all subcontractors who will perform work on the project. Include subcontractors who will complete inspection and risk assessment services and attach accreditation/license.

**Subcontractor 1:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Primary Contact Person (Name, Title, Phone Number)

Subcontractor Duties: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List License/Certification/Accreditation/ held by Subcontractor (attach copies) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Years in Business: \_\_\_\_\_ years

**Subcontractor 2:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Primary Contact Person (Name, Title, Phone Number)

Subcontractor Duties: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List License/Certification/Accreditation/ held by Subcontractor (attach copies) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Years in Business: \_\_\_\_\_ years

**Subcontractor 3:**

\_\_\_\_\_

Company Name

Address

City/State/Zip

Primary Contact Person (Name, Title, Phone Number)

Subcontractor Duties:

List License/Certification/Accreditation/ held by Subcontractor (attach copies)

Company Years in Business: \_\_\_\_\_ years

1. Provide a project plan in detail and order of completion method for the Manor as to how you will complete the project. Also provide the method you will use to ensure that all hardware, once refinished, will return to its original location.

2. Work Schedule: Attach a detailed project schedule with a start and completion timeframe.

Note: Bidder's may use this form or submit a supplemental form, however, it must follow the above format and contain all required information. The information provided on this form will be used to determine Bidder responsibility to complete the project. Incomplete or inaccurate information may deem the bid non-responsive.

**2. NAMES OF KEY PERSONNEL AND THEIR WORK RELATED EXPERIENCE:**

For each key personnel listed, the bidder shall indicate on which efforts identified above (1.1, 1.2, 1.3, etc.) the key personnel worked and their responsibilities on that project.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**5. BIDDERS BONDING CAPABILITY:** \_\_\_\_\_

**6. OTHER INFORMATION CONSIDERED PERTINENT:**

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\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



**HOWARD COUNTY, MARYLAND  
OFFICE OF PURCHASING  
AFFIDAVIT**

(Must be completed, signed, and submitted with the bid.)

Bid Number 2014-41

Capital Project Number N-3958

Contractor \_\_\_\_\_

Address \_\_\_\_\_

I, \_\_\_\_\_, the undersigned, \_\_\_\_\_ of the above named  
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, that I hold the aforementioned office  
(Month) (Year)  
in the above named Contractor and I affirm the following:

**AFFIDAVIT I**

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

**AFFIDAVIT II**

No officer or employee of Howard County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

**AFFIDAVIT III**

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Howard County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

**AFFIDAVIT IV**

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Howard County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 12.200 of the Howard County Code, or of Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

**AFFIDAVIT V**

The Contractor:

- i. Is not currently identified on the list created by the Maryland State Board of Public Works as a person engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article* ; or
- ii. Is not currently engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*.

If the person is unable to make the certification, it will provide the County, a detailed description of the Contractor's investment activities in Iran.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**HOWARD COUNTY, MARYLAND  
OFFICE OF PURCHASING  
FOREIGN SERVICES DISCLOSURE FORM  
FOR  
CONSTRUCTION-RELATED SERVICES, ARCHITECTURAL SERVICES,  
ENGINEERING SERVICES AND ENERGY PERFORMANCE CONTRACT SERVICES  
OF \$2 MILLION OR MORE**

Section 12-111 of the Maryland State Finance and Procurement Article requires bidders to make certain disclosures regarding plans, at the time the bid is submitted, to perform any services under the contract outside the United States. This provision applies to: (1) construction-related services; (2) architectural services; (3) engineering services; or (4) energy performance contract services with an estimated value of \$2 million or more. The provision requires bidders to disclose:

3. Whether the bidder or any contractor that the bidder will subcontract with to perform the contract has plans, at the time the bid is submitted, to perform any services required under the contract outside the United States; and
4. If the services under the contract are anticipated to be performed outside the United States;
  - i. Where the services will be performed; and
  - ii. The reasons why it is necessary or advantageous to perform the services outside the United States.

Indicate below whether or not the bidder has information to disclose.

- [ ] The bidder has **no** plans, at the time the bid is submitted, to perform any services under the contract outside the United States.
- [ ] The bidder has plans, at the time the bid is submitted, to perform services under the contract outside the United States.
- j. The services will be performed in the following location: \_\_\_\_\_
- iii. It is necessary or advantageous to perform the services outside the United States for the following reason(s): \_\_\_\_\_

The contents of the disclosure form are true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
Company Name (Bidder)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Est. 09/25/2013



**HOWARD COUNTY, MARYLAND**  
**EQUAL BUSINESS OPPORTUNITY (EBO)**  
**SCHEDULE OF PARTICIPATION**

<b>COUNTY USE ONLY</b>	
CONTRACT NAME: <u>Historic Renovation of the Belmont Manor House, Smoke House and Pump House</u>	
Solicitation /Project#: <u>IFB 2014-41/N-3958</u> Contract/PO#: _____ Contract Renewal #: _____	
Contract Amount: \$ _____ Contract Term: _____ EBO APPROVAL: _____	
<b>PRIME CONTRACTOR</b>	
CONTRACTOR NAME: _____	
Address: _____	
Contact Representative: _____ Phone: _____	
Email: _____ EBO Status (Y/N): _____ EBO TYPE*: _____	
Certifying Agency: _____ Certification #: _____ Contract Amount: \$: _____	
<b>COUNTY USE ONLY</b> Amount: _____ Date: _____	
<b>EBO SUBCONTRACTOR</b>	
CONTRACTOR NAME: _____	
Address: _____	
Contact Representative: _____ Phone: _____	
Email: _____ EBO Status (Y/N): _____ EBO TYPE*: _____	
Certifying Agency: _____ Certification #: _____ % Participation: _____	
Services to be performed: _____	
<b>COUNTY USE ONLY</b> Amount: _____ Date: _____	
<b>EBO SUBCONTRACTOR</b>	
CONTRACTOR NAME: _____	
Address: _____	
Contact Representative: _____ Phone: _____	
Email: _____ EBO Status (Y/N): _____ EBO TYPE*: _____	
Certifying Agency: _____ Certification #: _____ % Participation: _____	
Services to be performed: _____	
<b>COUNTY USE ONLY</b> Amount: _____ Date: _____	

\_\_\_\_\_  
Signature (Vendor Official)\_\_\_\_\_  
Date\_\_\_\_\_  
Title

\*EBO TYPES:

AA = African American  
ESK = Eskimo/Aleutian  
NA = Native American

ASA = Asian American  
FEM = Female

DIS = Disabled  
HIS = Hispanic

MVD

## Information on Howard County, Maryland's Living Wage Requirement

### Basics of the Howard County Living Wage Legislation

In 2007, the Howard County Council passed legislation requiring a minimum "living wage" for employees of certain contractors and subcontractors of Howard County. A Contractor that is defined as a "Covered Employer" under Howard County Code Section 4.122A shall pay each employee an hourly rate sufficient to at least equal 125% of the federal poverty guidelines for a family of four individuals calculated on the basis of a 40-hour work week for 52 weeks.

Howard County Code Sec. 4.122A applies to service contracts estimated to be over \$100,000.00 per year. The code does not apply to commodities contracts, contractors who employ fewer than 5 employees during the contract term, public entities, non-profit organizations, or contracts awarded under sole source, emergency, or expedited procedures. Other contractors may also be exempt; see the complete list of exemptions in Section 1 on the front of this form.

The living wage requirements do not apply to an employee:

- who performs no measurable work related to any contract with the County
- who participates in a government-operated or government-sponsored program that restricts the earnings of or wages paid to employees to a level below the wage required under the law
- who participates for not longer than 120 days in a calendar year in a government-operated or government-sponsored summer youth employment program
- for whom a different wage rate is expressly set in a collective bargaining agreement, or
- for whom a higher wage is required by a federal, state, or County law.

This form serves as written certification to the County of your firm's intent to comply with the County's wage requirements during this term and any subsequent renewals. A Covered Employer shall not subdivide a contract; pay an employee through a third party; or treat an employee as a subcontractor or independent Contractor to avoid the imposition of any requirement under this law. Failure to comply with this requirement at any time during the initial term and subsequent renewals may be sufficient cause for termination for default. A violation of this law is a Class A civil offense; in addition to a fine, the County may suspend or debar the violator under Howard County Code Sec. 4.117.

### How the Living Wage Rate is Calculated

The Howard County Living Wage Rate is calculated by taking 125% of the Poverty Guideline for a family of 4, then using this amount to determine the hourly rate based on 40 hours/week. For example, on January 24, 2013, the Federal HHS Poverty Guideline was \$23,550 for a family of 4 ([www.aspe.hhs.gov/poverty](http://www.aspe.hhs.gov/poverty)).

$$125\% \text{ of } \$23,550 = \$29,437.50 \qquad \$29,437.50 \div 52 \text{ weeks} \times 40 \text{ hrs/week} = \mathbf{\$14.15 \text{ per hour}}$$

This hourly rate must be paid to employees (full-time or part-time) during the time the employees actually provide services to the County. The current Living Wage remains in effect until new Federal HHS Poverty Guidelines are published next January. If there is a change, the Office of Purchasing will attempt to notify all current contractors via email using the email address provided on this form. The current rate is posted on our website at [www.howardcountymd.gov/purchasing](http://www.howardcountymd.gov/purchasing). It is the contractor's responsibility to ascertain the current rate.

**Since the rate is subject to change annually, you must ensure that your bid pricing is sufficient to cover the cost of any increases during the term of the contract, including subsequent renewals.** All prices shall take the current wage rate, and subsequent increases in the wage rate, if any, into account and there shall be no unit price adjustment for future wage rate increases during the initial term of this agreement and any subsequent renewals thereof. Future wage rate increases are hereby defined as any new rates approved by the County that take effect after and supersede the rate shown in this solicitation.

**If you have questions about the Living Wage Requirement or how to complete this form, please contact the Office of Purchasing at [purchasing@howardcountymd.gov](mailto:purchasing@howardcountymd.gov) or 410-313-6370.**

**Howard County, Maryland Wage Rate Requirements for Service Contracts****Exemption Status Subtitle 1, Howard County Code Section 4.122A(b)(2)**

Prime Contr.	Sub-Contr.	Section 1: Exemptions
Check all that apply, then continue to Section 2. If none of these statements apply to your company or the Subcontractor, check the last box in this section and continue to Section 2.		
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor employs fewer than 5 employees at any time during the contract term.
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor received less than \$100,000 from the County in the most recent 12-month period prior to the start date, and will be entitled to receive less than \$100,000 from the County within the next 12-month period.
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor is a public entity.
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor is a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code.
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor participates in a contract awarded under Howard County Code Secs. 4.110 (Sole Source), 4.111 (Emergency), or 4.112 (Expedited).
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor is a regulated public utility.
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor is expressly precluded from complying with Howard County Code Sec. 4.122A by the terms of any federal, state, or County law, federal or state contract or grant, and the contract falls within that preclusion.
<input type="checkbox"/>	<input type="checkbox"/>	Contract was awarded under a cooperative procurement with another government or organization of governments.
<b>Check here <input type="checkbox"/> if none of the above statements are applicable to your company or to the Subcontractor, then continue to Section 2.</b>		

<b>Section 2: Certifications</b>	<ul style="list-style-type: none"> <li>If you checked any exemptions in Section 1, skip this section and continue to Section 3.</li> <li>If you did not check any exemptions in Section 1, check each box in Section 2 that applies to your company, then complete Section 3 below.</li> </ul>
----------------------------------	--

I do hereby certify that I have read and understand the provisions of Section 4.122A of the Howard County Code, that I am an authorized representative of the Contractor named below, and that:

- ☐ As a "covered employer," the Contractor and all Subcontractors will comply with the County's Wage Rate Requirements for Service Contracts (Howard County Code Sec. 4.122A) and will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the applicable wage requirements at the time the work is performed. The Contractor will keep the records necessary to show compliance and will submit such records to the Purchasing Agent on request of the Purchasing Agent; and will publicize the requirements of this law to any employees who may be covered by the law. The Contractor's proposed pricing is sufficient to meet the current living wage rate requirements during the initial term of the agreement and any increases applicable to subsequent renewals.
- ☐ **If health insurance is provided to employees**, the per employee hourly cost of the premium for health insurance to an employee who provides services to the County that appears in the bid or proposal is correct.

<b>Section 3: Contact Information</b>	Provide your contact information in the space below, then sign and date this form and submit it with your bid.
---------------------------------------	--

Contractor Name _____	Vendor Federal ID Number _____
Address _____	Phone Number _____
_____	Email Address _____
Authorized Signature _____	Date _____
Print Name of Signatory _____	Title of Signatory _____

<b>Office of Purchasing Use Only</b>	Contract Title: Historic Renovation of the Belmont Manor House, Smoke House and Pump House Solicitation No: IFB 2014-41      Capital Project No: N-3958	<b>Buyer's Initials: MVD</b>
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## **Detailed Description of Proposed Rehabilitation/Preservation Work**

(Include all construction, reconstruction, improvement, enlargement, painting and decorating, alteration, demolition, maintenance or repair, and excavation)

### **Work Item # 1**

<b>Architectural/Landscape feature: Front façade windows</b>	<b>Describe, in detail, the proposed work and impact on existing feature:</b>	
<b>Approximate date of feature: 1917</b>	<b><i>Be sure to include details and specifications on proposed products</i></b>	
<b>Describe existing feature and its condition:</b>	<b>Photo no. 1-3, 6-8</b>	<b>Drawing no. A201, A601</b>
Existing windows in varying condition. Most windows have peeling paint. Some windows have deteriorated sills, jambs, and sashes.  Shutters are present in varying condition from peeling paint to very deteriorated.	All windows will be scraped and painted to match existing color in accordance with Preservation Brief #10 <i>Exterior Paint Problems on Historic Woodwork</i> . Windows requiring repair will be repaired in accordance with Preservation Brief # 9 <i>The Repair of Historic Wood Windows</i> . Glazing compound and broken panes of glass will be replaced on all windows.  All shutters will be made to swing freely, scraped, and painted to match existing color in accordance with Preservation Brief #10 <i>Exterior Paint Problems on Historic Woodwork</i> . Where deteriorated, shutters will be repaired where possible. If repair is not possible due to extent of damage, a new wood shutter will be made to match existing in size and shape. Existing hardware will remain.	

### **Work Item # 2**

<b>Architectural/Landscape feature: Stucco</b>	<b>Describe, in detail, the proposed work and impact on existing feature:</b>	
<b>Approximate date of feature: 1998</b>	<b><i>Be sure to include details and specifications on proposed products</i></b>	
<b>Describe existing feature and its condition:</b>	<b>Photo no. 5</b>	<b>Drawing no. A201</b>
Existing stucco surface is primarily an acrylic stucco covering, which was present when current Owner acquired building. It is deteriorated in small areas not readily visible, especially at bottom edges near grade and perimeters of openings. Mildew covers some areas of façade.  Chimney tops have extensive carbon staining and cracked acrylic stucco.	Mildew will be cleaned from facade, utilizing mild anti-microbial cleaners. Repair materials will match the existing adjacent material.  Chimney tops will be cleaned with gentlest means possible.	

### Work Item # 3

<b>Architectural/Landscape feature: Front façade decorative woodwork: Cornice and trim.</b>	<b>Describe, in detail, the proposed work and impact on existing feature:</b>	
<b>Approximate date of feature: 1917</b>	<b><i>Be sure to include details and specifications on proposed products</i></b>	
<b>Describe existing feature and its condition:</b>	<b>Photo no. 1,4</b>	<b>Drawing no. A201</b>
Existing woodwork in good condition as viewed from ground. Some missing dentils in cornice.  Additional deterioration may be found when gutters and downspouts are removed as part of previously approved roof scope. Roof scope was approved in letter from MHT dated August 14, 2013.	New dentils to replace missing will be replicated to match existing in size and shape and will be painted to match existing adjacent.  If additional deterioration is found behind existing gutters and downspout, wood will be repaired with same methods as wood window repair. Woodwork will be scraped and painted to match existing color in accordance with Preservation Brief #10 <i>Exterior Paint Problems on Historic Woodwork</i> .	

### Work Item # 4

<b>Architectural/Landscape feature: Porch and stairs on Front façade.</b>	<b>Describe, in detail, the proposed work and impact on existing feature:</b>	
<b>Approximate date of feature: 1917, contemporary</b>	<b><i>Be sure to include details and specifications on proposed products</i></b>	
<b>Describe existing feature and its condition:</b>	<b>Photo no. 1, 9</b>	<b>Drawing no. A201</b>
Woodwork in good condition. Porch floor boards and railing in good condition. Floor and porch railing are made of composite material, which was present when Owner acquired building.  Wood front door in need of minor repairs, especially on bottom stile. The existing hardware set is contemporary. The historic knob and keyhole remain.  Stone steps have minor cracking and deterioration where metal railing touches stone. Joints between steps are deteriorated.  Metal railing on stairs has deteriorated paint finish with some rust and scaling present, especially at joint with stone.	Porch will be scraped and painted to match existing color. If deteriorated wood is found, wood will be repaired in accordance with Preservation Brief #45 <i>Preserving Historic Wood Porches</i> . Composite materials will be replaced with naturally rot resistant wood to replicate existing configurations.  Door will be scraped and repainted. Depending on extent of deterioration, either epoxy consolidation or Dutchman repairs will be used. Historic knob and keyhole will be retained. Contemporary key pad and lever will be replaced with more period styled hardware.  Stone steps will be repaired with injection grout where cracked. Joints will be repointed with lime based mortar in accordance with Preservation Brief #2 <i>Repointing Mortar join in Historic Masonry Buildings</i> . If preparation for repointing reveals a lack of sound joint, stairs will be reset in new mortar bed and existing railing re-installed.  Metal railing will be cleaned and repainted.	



### Work Item # 5

<b>Architectural/Landscape feature: Additional work not in scope of Easement</b>	<b>Describe, in detail, the proposed work and impact on existing feature:</b>	
<b>Approximate date of feature:</b> 1917	<b><i>Be sure to include details and specifications on proposed products</i></b>	
<b>Describe existing feature and its condition:</b>	<b>Photo no.</b>	<b>Drawing no.</b>
<p>In addition to the previously outlined work, the same exterior repairs will extend to the remaining facades. This work will not affect the appearance of the Front façade.</p> <p>Specifically a rear window header will likely need to be rebuilt and stucco is deteriorated at chimney tops.</p> <p>Interior rehabilitation work will also take place consisting of new paint finishes, carpet replacement, and other minor work.</p>		

*\* Please print this page again to include as many work items as necessary.*

## **Detailed Description of Proposed Rehabilitation/Preservation Work**

(Include all construction, reconstruction, improvement, enlargement, painting and decorating, alteration, demolition, maintenance or repair, and excavation)

### **Work Item # 1**

Architectural/Landscape feature: Pumphouse		Describe, in detail, the proposed work and impact on existing feature:	
Approximate date of feature: unknown		Be sure to include details and specifications on proposed products	
Describe existing feature and its condition:		Photo no.	Drawing no. A103
Existing window in good condition with peeling paint.		<p>Deteriorated wood will be repaired with same methods as wood window repair. Woodwork will be scraped and painted to match existing color in accordance with Preservation Brief #10 <i>Exterior Paint Problems on Historic Woodwork</i>. Door will be scraped and repainted. Depending on extent of deterioration, either epoxy consolidation or Dutchman repairs will be used.</p> <p>Window will be scraped and painted to match existing color in accordance with Preservation Brief #10 <i>Exterior Paint Problems on Historic Woodwork</i>. If repair is required, it will be repaired in accordance with Preservation Brief # 9 <i>The Repair of Historic Wood Windows</i>. Glazing compound and broken panes of glass will be replaced.</p> <p>Mildew will be cleaned from facade, utilizing mild anti-microbial cleaners. Repair materials will match the existing adjacent material.</p> <p>A new simple cupola will be constructed out of wood in proportion with the existing structure and painted to match existing trim. A vent fan will be installed inside of the cupola to encourage air circulation and help stabilize remaining historic interior.</p> <p>Interior woodwork will be stabilized, repaired, and repainted.</p>	
Siding, soffits, and fascia in good condition with peeling paint.			
Concrete parged foundation in good condition with biogrowth on north and west facades.			
Missing cupola with sheet metal cap over opening. No historic photos available.			
Interior (not included easement) in fair condition.			

## Work Item # 2

<b>Architectural/Landscape feature: Smokehouse</b>	<b>Describe, in detail, the proposed work and impact on existing feature:</b>	
<b>Approximate date of feature:</b> unknown, possibly original to first Manor house	<b><i>Be sure to include details and specifications on proposed products</i></b>	
<b>Describe existing feature and its condition:</b>	<b>Photo no.</b>	<b>Drawing no. A103</b>
<p>Soffits and fascia with peeling paint and creeping vines. Woodwork in good condition except at locations of minor deterioration. Wood front door in need of minor repairs. Door frame in fair condition with masonry missing above opening and large gap between frame and masonry on right hand side of door.</p> <p>Stone to stone joints are deteriorated in spot locations around structure. Two holes around utilities on rear façade. Extensive vine growth. Cementitious mortar in several locations.</p>	<p>Vines will be carefully removed from masonry and wood. Where removing vine roots cause displaced mortar, joints will be repointed. Deteriorated joints will be repointed with lime based mortar in accordance with Preservation Brief #2 <i>Repointing Mortar joints in Historic Masonry Buildings</i>. New bricks will be installed above door opening, where missing. New bricks to match existing in size, shape, and color. Cementitious mortar will be removed with hand tools and repointed.</p> <p>Deteriorated wood will be repaired with same methods as wood window repair. Woodwork will be scraped and painted to match existing color in accordance with Preservation Brief #10 <i>Exterior Paint Problems on Historic Woodwork</i>. Door will be scraped and repainted. Depending on extent of deterioration, either epoxy consolidation or Dutchman repairs will be used. New trim piece will be fitted into gap between frame and masonry and will be flush with existing frame.</p>	

## Work Item # 3

<b>Architectural/Landscape feature: Additional work not in scope of Easement</b>	<b>Describe, in detail, the proposed work and impact on existing feature:</b>	
<b>Approximate date of feature:</b> circa 1920	<b><i>Be sure to include details and specifications on proposed products</i></b>	
<b>Describe existing feature and its condition:</b>	<b>Photo no.</b>	<b>Drawing no.</b>
<p>In addition to the previously outlined work, repairs will also be undertaken on the poolhouse, which is in Zone II of the easement.</p>	<p>Work on the poolhouse involves repairs to the existing facility, with no substantial alteration of the structure. No additions are proposed.</p>	

*\* Please print this page again to include as many work items as necessary.*



# D/2 Biological Solution

*Discover the D/2 difference!*

D/2 Biological Solution is a biodegradable, easy to use liquid that removes stains from mold, algae, mildew, lichens and air pollutants. It is effective on marble, granite, limestone, brownstone, travertine, masonry, terra cotta, concrete, stucco, wood, and other architectural surfaces including monuments, sculpture and headstones. A contact time of only 10 to 15 minutes followed by scrubbing with a soft nylon or natural bristle brush will loosen most biological and air pollutant staining.

D/2 Biological Solution is effective for removing harmful biological and air pollutant staining from many building materials including masonry, marble, granite, limestone, brownstone, travertine, terra cotta, concrete, stucco, wood, canvas and vinyl & aluminum siding.

## Features and Benefits

- **Fast acting:** 10 to 15 minutes contact time for great results.
- **Biodegradable**
- **Contains no acids, salts, or chlorine**
- **pH neutral**
- **Will not etch metals or glass**
- **Safer to use around plantings**
- **Is not a hazardous material and requires no special handling or protection**
- **Use full strength, no in-field mixing required**
- **Shelf life of 5 years**

## Application Procedures

Always do a spot test sample before proceeding with project. D/2 works best when air and surface temperatures are 45°F or above. Use D/2 undiluted for best results. In the event of

excessive plant exposure, rinse all plants and water in all planted ground areas.

### Immediate Result Method

1. Apply D/2 Biological Solution with a brush, roller, hand pump sprayer (garden style pump sprayer) or low pressure power sprayer.
2. Allow undiluted D/2 to remain on the surface 10-15 minutes.
3. Apply additional D/2 as necessary to maintain a wet surface.
4. Scrub with soft nylon or natural bristle brush. **DO NOT USE METAL BRUSH.**
5. Lightly mist with water and continue scrubbing.
6. Rinse thoroughly with clean, potable water.

### No Scrub/No Rinse Method

1. Apply D/2 Biological Solution with a brush or pump sprayer to a dry surface. Do not pre-wet the surface.
2. Allow to dry. Repeat if there are heavy biological deposits.

D/2 works with the elements and results occur within one week to one month depending on severity of growth and weather conditions. The surface will become cleaner over time as the subsurface biological growth dies and releases.

## Safety Information

D/2 Biological Solution is non-mutagenic, and contains no carcinogenic compounds as defined by NTP, IARC, or OSHA. It is considered essentially non-toxic by swallowing, as it has an oral LD50 of 2.0 g/kg of body weight. No special ventilation is required during use.

## Packaging and Coverage

D/2 Biological Solution is available in 1 gallon and 5 gallon containers, and 55 gallon drums. The area that can be treated with one gallon of D/2 will vary considerably as a function of the nature and extent of biological deposits, as well as the physical characteristics of the surface. Typical coverage to remove medium deposits will vary from 250 to 350 square feet per gallon.

## Technical Data

Physical Form . . . . . Transparent, low viscosity liquid

Color . . . . . Almost colorless

pH . . . . . 9.5

Specific Gravity . . . . . 1.01g/cc

Solubility in Water . . . . . Complete

Vapor Pressure . . . . . 25 mm Hg @ 20°C

**Notice:** The information contained herein is based on our own research and the research of others, and it is provided solely as a service to help users. It is believed to be accurate to the best of our knowledge. However, no guarantee of its accuracy can be made, and it is not intended to serve as the basis for determining this product's suitability in any particular situation. For this reason, purchasers are responsible to make their own tests and assume all risks associated with using this product.

10/2012



## deGruchy's Ecologic™ Mortar

... Just add water!



deGruchy's Ecologic™ Mortar, in any of the stock colors, are simply a prepared blend of binder/aggregate/pigments to which you just add water, mix and go to work. Use it to repoint historic buildings, stucco and build new buildings which are considered a Green Application and result in a desired "Old World" Lime finish. It is as simple as mixing the mortar with water using a high torque industrial electric drill and a rigid paddle attachment in five-gallon pail or using a mason's paddle-style mortar mixer. The bag weight is 38.5 pounds.

deGruchy's Ecologic™ Mortar is coded as "DGM" followed by a number to correspond to a certain stock mortar color. "SCG" on bags means "Standard Construction Grade" where

no pigment is added. Type "F" stands for "fine sands" for the application of butter joint repointing, fine jointed Ashlar stonework and for smooth stuccos. Type "G" stands for "coarse granules" for most all other applications. The granules in Type G are coarse in comparison to the fine sands in a Type F mortar, but the coarse granules are likened to regular mason's sand that meets ASTM C-144 standards for sharp, well-graded sand. The coarse grains are not as coarse as typical concrete sand. Both the Type F and Type G sands have four grades of sand making up the majority of the component sizes in the entire sand blend. All Stock Ecologic™ Mortars are made with NHL 3.5 and "G" type sand blend. Ecologic™ Mortar (F) with fine sand is also made with NHL 3.5 and is a stock product in the SCG Non-Pigmented color only. All other mixes are considered a custom blend.

The advantage of the pre-blended material with sand and pigment already added is that the mixing can take place on each level of scaffold, if suitable conditions allow using the drill and paddle mixing method, with no excess sand piles or other bags of material stored on site. deGruchy's Ecologic™ pre-blended mortar is all you need. Having all the materials in one bag reduces the temptation for masons to add Portland cement to the straight Natural Hydraulic Limes thinking this is what is customary when they use local type S hydrated lime. The pre-blended material ensures that the engineering of the mortar's final properties is kept in a high quality control environment with the right sand and the right pigments for consistent color.



**Ecologic™ Lime Mortar And Color-Matching System**

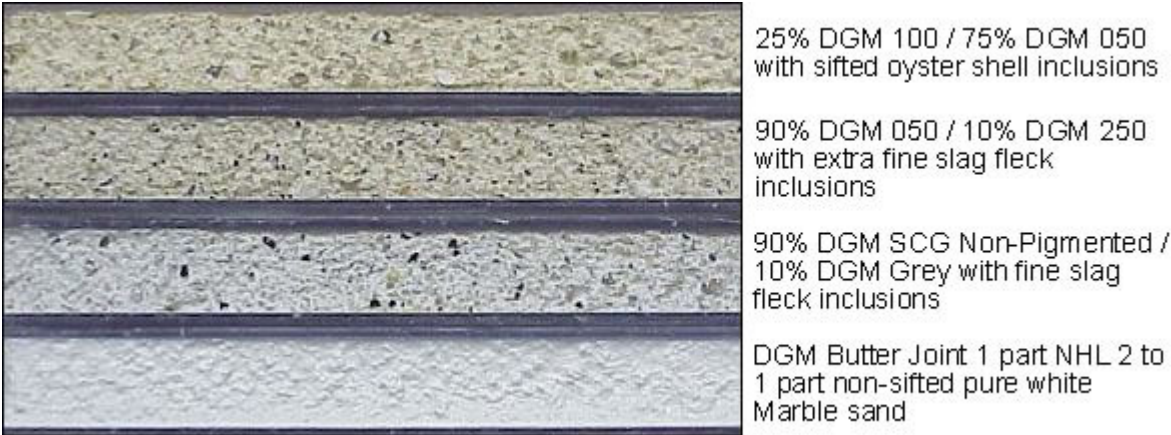
**NO** Portland Cement is present deGruchy’s Ecologic™ mortars yet the stock material will still reach the required 750 p.s.i. required for a type N mortar while maintaining the high permeability required for repointing and repair to historic structures originally built with lime mortars.

Ecologic™ Mortars can be used for sustainable applications in stucco, interior plaster, laying up of masonry units, stonework and as historic building repointing mortars.

The colors shown below represent the 9 stock Ecologic™ Mortar colors.



4 Examples of custom mixes are included in the Ecologic™ Mortar Kit:



**Disclaimer:** Many factors affect how this image may appear on your computer monitor and how it prints on your specific printer. Print this page to provide a similar representation of the actual shades of all stock Ecologic™ Mortars. It is suggested that you purchase the Ecologic™ Mortar kit so that you may view each strip individually or hold one or more of these channels of dried mortar up to a building to determine a match when planning to duplicate a repointing mortar.

## Ecologic™ Mortar Type G NHL 3.5 Ready Mix

Ecologic™ mortar G is a premixed pure & natural hydraulic lime and sand mortar for building, pointing, repointing, plastering and finishing in a variety of colors.

The absence of cement, ashes, gypsum and other pozzolanic additions together with its other qualities make Ecologic™ mortar G highly suitable for repair and conservation work on traditional, vernacular and historic buildings. In new build the properties of Ecologic™ mortar G will allow joint free construction, dispersion of condensation and will accommodate small settlement movements.

### Ecofriendly Characteristics:

- High vapour exchange qualities
- Produced with lower energy than cementitious mixes
- Re-absorption of CO<sub>2</sub> in curing
- Will not deteriorate timber
- Possibility of recycling the materials used in building
- Elimination of painted finishes

Comparison Blends NHL vs. Cement		Ecologic™ NHL 1:2.5	Type N Cement 1:1:6	Type O Cement 1:2:9
Water content		7.76 oz	200 gr	200 gr
Water to binder ratio		1.07	.72	.65
Penetration	<b>INCH</b>	23/64	9/32	9/32
Set (begining)	<b>h</b>	6	1.3	1
Bulk density (no curing)	<b>lb/cu.ft.</b>	134	131	131
Air content	<b>%</b>	0	0	0
Elasticity Moduli	<b>Mpa</b>			
28 days		9000	16200	15595
6 months		13505	22010	19300
12 months		13620	22210	19700
<b>24 months</b>		<b>13785</b>	<b>22150</b>	<b>19650</b>
Flexual strength	<b>PSI</b>			
7 days		83	297	239
28 days		69.6	283	225
6 months		246.5	304	217
12 months		297.25	319	246
<b>24 months</b>		<b>290</b>	<b>319</b>	<b>254</b>
Compressive strength	<b>PSI</b>			
7 days		83	728	719
28 days		213	1116	834
6 months		774	1174	834
12 months		855	1261	877
<b>24 months</b>		<b>870</b>	<b>1232</b>	<b>863</b>
Permeability vapor exchange. gr of air x m2 x hour x		.85	.23	.25



mmHg				
Shrinkage at 28 days	<b>mm.m</b>	.44	.63	.42
Water absorbtion	<b>L.h.m2</b>	7.3	.23	.25
Capillarity	<b>g.min</b>	4.7	1.08	6.86

**Granulometry:** G granulometry from #6 (3mm) to #23 (0.08mm) for masonry, pointing, dubbing out, first and main coats on renders and rough finishing coats.

**Packing:** Ecologic™ mortar G 38.5lbs (17.5kg)

**Consumption:** (See - Ecologic™ mortar Consumption Chart)

**Preperation:** in ordinary drum mixers (mix for about 5 minutes)

**Water Addition:**

Ecologic™ mortar G: .6 gallons (2.25 litres) – .65 gallons (2.50 liters) per bag of 38.5 lbs. (17.5kg)

**Application:**

On clean and dry background not water proofed. Dampen adequately dry or high suction surfaces. Do not apply at temperatures below 40°F (5°C) or above 85°F (30°C). Protect against strong rain, frost, drying wind or direct strong sun until sufficient hardening has occurred.

The above details are given for information purposes only. Final dosages and application should be checked with our technicians. The Factory reserves the right to alter specifications.



# EIFS Clean 'N Prep

*safe cleaner for Exterior Insulated Finish Systems*

## OVERVIEW

Enviro Klean® EIFS Clean 'N Prep has been developed to clean exterior insulated finish systems. It removes residues of mud, algae, grease, oil and food staining from exterior insulated finish systems, but can also be used on concrete, brick, natural stone, ceramic tile, most metal, wood, plastic and most painted surfaces.

Used properly, EIFS Clean 'N Prep will clean and help restore the original appearance of your EIFS structure. Enviro Klean® EIFS Clean 'N Prep is a non-caustic, non-acidic phosphate- and solvent-free cleaner for general maintenance and recoat-prep cleaning of EIFS and related substrates

## SPECIFICATIONS

For all PROSOCO product specifications visit [www.prosoco.com](http://www.prosoco.com).

## ADVANTAGES

- Removes mud, algae, grease, oil and more from EIFS and other hard surfaces.
- Safe for interior and exterior cleaning.
- Cleans many other surfaces, in addition to EIFS.
- Pleasant fragrance.

## REGULATORY COMPLIANCE

### VOC Compliance

Enviro Klean® EIFS Clean 'N Prep is compliant with all national, state and district regulations.

## TYPICAL TECHNICAL DATA

FORM	Clear light blue liquid
SPECIFIC GRAVITY	1.01
pH	12.0–12.4 in concentrate
WT/GAL	8.34 lbs
ACTIVE CONTENT	Not applicable
TOTAL SOLIDS	Not applicable
VOC CONTENT	Not applicable
FLASH POINT	Not applicable
FREEZE POINT	32°F (0°C)
SHELF LIFE	3 years in tightly sealed, unopened container
BULK DENSITY	8.4 lbs

# EIFS Clean 'N Prep

## PREPARATION

Protect people, vehicles, property and all surfaces not set for cleaning from product, splash, residue, fumes, rinse and wind drift. Test for compatibility all surfaces that will be in contact with product. Immediately rinse non target materials with large quantities of water. Grass and plantings may be protected with sprinklers.

## Surface and Air Temperatures

Cleaning effectiveness is reduced when surface and air temperatures fall below 50°F (10°C). Do

not apply at temperatures below 40°F (4°C). If freezing conditions exist prior to application, let masonry thaw.

## Equipment

Apply using a soft-bristled brush, broom or low-pressure spray.

Rinse with enough water and pressure to flush spent cleaner and dissolved soiling from the surface and surface pores without damage. Inadequate rinsing leaves residues which may stain the cleaned surface. High pressures may damage EIFS construction materials — use caution when pressure rinsing.

Masonry-washing equipment generating 400–1000 psi with a water flow rate of 6–8 gpm is the best water/pressure combination for rinsing. Use a 15–45° fan spray tip. Heated water (150–180°F; 65–82°C) may improve cleaning efficiency.

Use adjustable equipment for reducing water flow rates and rinsing pressure as needed for sensitive surfaces. Rinsing pressures greater than 1000 psi and fan spray tips smaller than 15° may permanently damage sensitive surfaces. Water flow rates less than 6 gpm may reduce cleaning productivity and contribute to uneven cleaning results.

Recommended for these substrates. Always test. Coverage is in sq.ft./m. per gallon of concentrate.			
Substrate	Type	Use?	Coverage
Architectural Concrete Block	Burnished	yes	50–200 sq.ft. 5–19 sq.m.
	Smooth	yes	
	Split-faced	yes	
	Ribbed	yes	
Concrete	Brick	yes	50–200 sq.ft. 5–19 sq.m.
	Tile	yes	
	Precast Panels	yes	
	Pavers	yes	
Fired Clay	Cast-in-place	yes	100–300 sq.ft. 9–28 sq.m.
	Brick	yes	
	Tile	yes	
	Terra Cotta	yes	
Marble, Travertine, Limestone	Pavers	yes	200–400 sq.ft. 19–37 sq.m.
	Polished*	yes	
Granite	Unpolished	yes	100–300 sq.ft. 9–28 sq.m.
	Polished*	yes	
Sandstone	Unpolished	yes	150–300 sq.ft. 14–28 sq.m.
	Polished	yes	
Slate	Unpolished	yes	200–400 sq.ft. 19–37 sq.m.
EIFS	Various structures	yes	100–400 sq.ft. 9–37 sq.m.

\*Normally will not affect polished surfaces.  
Always test to ensure desired results.  
Coverage estimates depend on surface texture and porosity.

## ALWAYS TEST

ALWAYS TEST a small area of each surface to confirm suitability and desired results before starting overall application. Test with the same equipment, recommended surface preparation and application procedures planned for general application.

## Storage and Handling

Store in a cool, dry place. Always seal container after dispensing. Do not alter or mix with other chemicals. Published shelf life assumes upright storage of factory-sealed containers in a dry place. Maintain temperature of 45–100°F (7–38°C). Do not double stack pallets. Dispose of in accordance with local, state and federal regulations.

## APPLICATION

Before use, read “Preparation” and “Safety Information.”

ALWAYS TEST each type of surface for suitability, dilution and results before overall application. Use following dilution and application instructions. Let surface dry before inspection.

## Dilution

The following concentrate-to-water dilutions are recommended for EIFS and other masonry.

Soiling Type	Concentrate : Water
• Light soil: .....	1:2
• Medium soil: .....	1:1
• Heavy soil: .....	use in concentrate

# EIFS Clean 'N Prep

## Application Instructions

1. Working from the bottom to the top, prewet surface with clean water. Keep lower areas wet to avoid streaks.
2. Brush or spray (low pressure only) directly to surface.
3. Let cleaner dwell for 5–10 minutes. Keep people away from the surface being cleaned.
4. Working from the bottom to the top, thoroughly rinse surface with fresh water. If pressure rinsing isn't practical, rinse and brush surface. High pressures may damage EIFS construction materials — use caution when pressure rinsing.
5. Reapply if necessary, depending on severity and type of stain.

## Cleanup

Clean tools and equipment using fresh water.

## SAFETY INFORMATION

Enviro Klean® EIFS Clean 'N Prep is a mildly alkaline, water-reduced cleaning product. Use appropriate safety equipment and job site controls during handling and application. Read the full label and MSDS for precautionary instructions before use.

## First Aid

**Eye and Skin Contact:** Flush with water for 15 minutes. Launder contaminated clothing. If irritation persists, seek medical attention.

**Inhalation:** Remove to fresh air.

**Ingestion:** Do not induce vomiting. Dilute by giving large amounts of water or milk. Call a physician.

**24-Hour Emergency Information:**  
**INFOTRAC at 800-535-5053**

## WARRANTY

The information and recommendations made are based on our own research and the research of others, and are believed to be accurate. However, no guarantee of their accuracy is made because we cannot cover every possible application of our products, nor anticipate every variation encountered in masonry surfaces, job conditions and methods used. The purchasers shall make their own tests to determine the suitability of such products for a particular purpose.

PROSOCO, Inc. warrants this product to be free from defects. **Where permitted by law, PROSOCO makes no other warranties with respect to this product, express or implied, including without limitation the implied warranties of merchantability or fitness for particular purpose.** The purchaser shall be responsible to make his own tests to determine the suitability of this product for his particular purpose. PROSOCO's liability shall be limited in all events to supplying sufficient product to re-treat the specific areas to which defective product has been applied. Acceptance and use of this product absolves PROSOCO from any other liability, from whatever source, including liability for incidental, consequential or resultant damages whether due to breach of warranty, negligence or strict liability. This warranty may not be modified or extended by representatives of PROSOCO, its distributors or dealers.

## CUSTOMER CARE

Factory personnel are available for product, environment and job-safety assistance with no obligation. Call 800-255-4255 and ask for Customer Care - technical support.

Factory-trained representatives are established in principal cities throughout the continental United States. Call Customer Care at 800-255-4255, or visit our web site at [www.prosoco.com](http://www.prosoco.com), for the name of the Enviro Klean® representative in your area.

## BEST PRACTICES

Cleaning effectiveness is reduced when surface and air temperatures fall below 50°F (10°C). Do not apply at temperatures below 40°F (4°C).

Rinse with enough water and pressure to flush spent cleaner and dissolved soiling from the surface and surface pores without damage. Inadequate rinsing leaves residues which may stain the cleaned surface. High pressures may damage EIFS construction materials — use caution when pressure rinsing.

Work from the bottom to the top, prewetting the surface with clean water. Keep lower areas wet to avoid streaks.

Never go it alone. For problems or questions, contact your local PROSOCO distributor or field representative. Or call PROSOCO technical Customer Care toll-free at 800-255-4255.



PRODUCT DATA SHEET

PROSOCO

SINCE 1939

# EIFS Clean 'N Prep

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# EK Restoration Cleaner

*near-neutral pH carbon & pollution remover*

## OVERVIEW

Enviro Klean® EK Restoration Cleaner is a concentrated compound for dissolving tough carbon deposits and other atmospheric staining. A practical alternative to conventional acidic cleaners, near-neutral pH EK Restoration Cleaner cleans brick, granite, sandstone, terra cotta, and other masonry.

Safer and less expensive than sandblasting or steam cleaning, it also loosens and dissolves dirt, paint oxidation, and other stains associated with aged and dirty buildings. It is perfect for projects where harsh acid cleaners are not allowed.

## SPECIFICATIONS

For all PROSOCO product specifications visit [www.prosoco.com](http://www.prosoco.com).

## ADVANTAGES

- Proven effective for cleaning dirty and heavily carboned buildings.
- Safer than sandblasting. Will not pit or damage the masonry when properly applied.
- Does not contain hydrofluoric acid.

## Limitations

- Not suitable for cleaning most concrete or marble surfaces. See Sure Klean® Limestone Restorer or Sure Klean® 766 Limestone & Masonry Prewash/Afterwash for these applications.
- Not recommended for interior use. Contact PROSOCO's Customer Care (800-255-4255) for recommendations for the most appropriate Sure Klean® or Stand Off® interior cleaning system.
- May not be suitable for some polished stone and glazed surfaces.
- Product may bleach certain types of light- or buff-colored masonry materials. Always test.
- May damage glass and architectural aluminum.

## REGULATORY COMPLIANCE

### VOC Compliance

Enviro Klean® EK Restoration Cleaner is compliant with all national, state and district regulations.

## TYPICAL TECHNICAL DATA

FORM	Clear amber liquid
SPECIFIC GRAVITY	1.06
pH	5.5 in concentrate
WT/GAL	8.82 lbs
ACTIVE CONTENT	Not applicable
TOTAL SOLIDS	Not applicable
VOC CONTENT	Not applicable
FLASH POINT	Not applicable
FREEZE POINT	No data
SHELF LIFE	2 years in tightly sealed, unopened container

# EK Restoration Cleaner

## PREPARATION

Protect people, vehicles, property, glass, metal, painted and non masonry surfaces from product, splash, residue, rinse fumes and wind drift. Divert or protect pedestrian and auto traffic. When working over traffic, clean only when traffic is at a minimum and protect carefully.

Complete masonry cleaning before replacing windows, doors, hardware, light fixtures, roofing materials, wood and any other non masonry items which may be damaged by the cleaning product. If such fixtures have been installed or are to remain in place, protect before overall application using Sure Klean® Strippable Masking (where appropriate according to product literature) or polyethylene. Be sure that all caulking and sealant

materials are in place and thoroughly cured before cleaning begins.

Inspect glazed terra cotta and tile carefully. Where glaze has partially weathered away or previously etched, cleaning may take off more glaze.

## Surface and Air Temperatures

Cleaning when temperatures are below freezing or may be overnight may harm masonry. Best air and masonry surface temperatures for cleaning are 40°F (4°C) or above. If freezing conditions existed before application, let masonry thaw.

## Equipment

Apply using brush or roller. Applying with high pressure spray drives the chemical deep into the surface, making it difficult to rinse completely. Surface discoloration may result.

Rinse with enough water and pressure to flush spent cleaner and dissolved soiling from the masonry surface and surface pores without damage. Inadequate rinsing leaves residues which may stain the cleaned surface.

Masonry-washing equipment generating 400–1000 psi with a water flow rate of 6–8 gpm is the best water/pressure combination for rinsing porous masonry.

## ALWAYS TEST

**ALWAYS TEST** a small area of each surface to confirm suitability and desired results before starting overall application. Test with the same equipment, recommended surface preparation and application procedures planned for general application.

Use a 15–45° fan spray tip. Heated water (150–180°F; 65–82°C) may improve cleaning efficiency. Use adjustable equipment for reducing water flow rates and rinsing pressure as needed for sensitive surfaces.

Rinsing pressures greater than 1000 psi and fan spray tips smaller than 15° may permanently damage sensitive masonry. Water flow rates less than 6 gpm may reduce cleaning productivity and contribute to uneven cleaning results.

## Storage and Handling

Keep from freezing. Store in a cool, dry place with adequate ventilation. Always seal container after dispensing. Do not alter or mix with other chemicals. Published shelf life assumes upright storage of factory-sealed containers in a dry place. Maintain temperature of 45–100°F (7–38°C). Do not double stack pallets. Dispose of unused product and container in accordance with local, state and federal regulations.

Recommended for these substrates. Always test. Coverage is in sq.ft./m. per gallon of concentrate.			
Substrate	Type	Use?	Coverage
Architectural Concrete Block	Burnished	no	N/A
	Smooth	no	
	Split-faced	no	
	Ribbed	no	
Concrete	Brick	no	N/A
	Tile	no	
	Precast Panels	no	
	Pavers	no	
	Cast-in-place	no	
Fired Clay	Brick	yes	125–200 sq.ft. 12–19 sq.m.
	Tile	yes	
	Terra Cotta	yes	
	Pavers	yes	
Marble, Travertine, Limestone	Polished	no	N/A
	Unpolished	no	N/A
Granite	Polished	no	N/A
	Unpolished	yes	175–250 sq.ft. 16–25 sq.m.
Sandstone	Unpolished	yes	125–175 sq.ft. 12–16 sq.m.
Slate	Unpolished	yes	125–200 sq.ft. 12–19 sq.m.
May have limited effectiveness on highly porous surfaces. Always test to ensure desired results. Coverage estimates depend on surface texture and porosity.			



# EK Restoration Cleaner

## APPLICATION

Before use, read "Preparation" and "Safety Information."

**ALWAYS TEST** [minimum 4-ft x 4-ft] for compatibility before overall cleaning. Test each type of surface and each type of stain. Test using the following application instructions. Also test pressure-rinsing on older masonry. Let test panels dry three to seven days before inspection.

## Dilution

Use in concentrate. Do not alter or dilute.

Stir or mix well before use.

## Pretreatment

Pretreating severely stained areas such as horizontal surfaces, and under window sills and eaves with Sure Klean® 766 Limestone & Masonry Prewash may improve results. Read and follow product procedures and recommendations. Pressure rinse, then "afterwash" with EK Restoration Cleaner followed by water rinse. Consult a PROSOCO Customer Care representative or sales manager on pretreatment of severely stained areas.

## Application Instructions

1. Working from the bottom to the top, prewet surface with fresh water.
2. Apply cleaner using a brush or roller. Gentle scrubbing application will improve results. Applying with high pressure spray will drive the chemicals deep into the surface, making it difficult to rinse completely. Surface discoloration may result.
3. Leave the cleaning solution on the surface for 10–20 minutes. Heavy soiling or mineral deposits may require longer dwell times. Gently scrub heavily soiled areas. Do not let cleaning solution "dry in" to the masonry. If drying occurs, lightly wet treated surfaces with fresh water, and reapply the cleaner, gently scrubbing.
4. Working from the bottom to the top, rinse thoroughly with fresh water.
5. Repeat steps 1–4 if necessary.

## Cleanup

Clean tools and equipment using fresh water.

## Maintenance

"Breathable" water repellents reduce absorption of stain-producing elements, keeping surfaces cleaner longer and making future cleaning faster and easier. For more information about water repellents for masonry, contact PROSOCO Customer Care about Sure Klean® Weather Seal products.

## BEST PRACTICES

Inspect glazed terra cotta and tile carefully. Where glaze has partially weathered away or previously etched, cleaning may take off more glaze.

Always test a minimum 4-ft x 4-ft area for compatibility before overall cleaning. Test each type of surface and each type of stain. Also test pressure-rinsing on older masonry. Let test panels dry three to seven days before inspection.

Pretreating severely stained areas such as horizontal surfaces, and under window sills and eaves with Sure Klean® 766 Limestone & Masonry Prewash may improve results.

Do not let cleaning solution "dry in" to the masonry. If drying occurs, lightly wet treated surfaces with fresh water, and reapply the cleaner, gently scrubbing.

Masonry-washing equipment generating 400–1000 psi with a water flow rate of 6–8 gpm is the best water/pressure combination for rinsing porous masonry. Use a 15–45° fan spray tip. Heated water (150–180°F; 65–82°C) may improve cleaning efficiency. Use adjustable equipment for reducing water flow rates and rinsing pressure as needed for sensitive surfaces.

Never go it alone. For problems or questions, contact your local PROSOCO distributor or field representative. Or call PROSOCO technical Customer Care toll-free at 800-255-4255.



# EK Restoration Cleaner

## **SAFETY INFORMATION**

Enviro Klean® EK Restoration Cleaner is an acidic cleaning product with safety issues common to corrosive materials. Use appropriate safety equipment and job site controls during application and handling. Read the full label and MSDS for precautionary instructions before use.

### **First Aid**

**Ingestion:** If conscious, give large amounts of milk or water and call a physician, emergency room or poison control center immediately. Do not induce vomiting.

**Eye Contact:** Rinse eyes and under lids thoroughly for 15 minutes. Get immediate medical assistance.

**Skin Contact:** Remove contaminated clothing and rinse thoroughly for 15 minutes. Immerse exposed area in 0.13% Zephiran Chloride or apply 2.5% Calcium Gluconate gel if available. Get medical attention. Launder contaminated clothing before reuse.

**Inhalation:** Remove to fresh air. Give artificial respiration if not breathing. Get immediate medical attention.

**24 Hour Emergency Information:**  
INFOTRAC 1-800-535-5053

## **WARRANTY**

The information and recommendations made are based on our own research and the research of others, and are believed to be accurate. However, no guarantee of their accuracy is made because we cannot cover every possible application of our products, nor anticipate every variation encountered in masonry surfaces, job conditions and methods used. The purchasers shall make their own tests to determine the suitability of such products for a particular purpose.

PROSOCO Inc. warrants this product to be free from defects. **Where permitted by law, PROSOCO makes no other warranties with respect to this product, express or implied, including without limitation the implied warranties of merchantability or fitness for particular purpose.** The purchaser shall be responsible to make his own tests to determine the suitability of this product for his particular purpose. PROSOCO's liability shall be limited in all events to supplying sufficient product to re-treat the specific areas to which defective product has been applied. Acceptance and use of this product

absolves PROSOCO from any other liability, from whatever source, including liability for incidental, consequential or resultant damages whether due to breach of warranty, negligence or strict liability. This warranty may not be modified or extended by representatives of PROSOCO, its distributors or dealers.

## **CUSTOMER CARE**

Factory personnel are available for product, environment and job-safety assistance with no obligation. Call 800-255-4255 and ask for Customer Care - technical support. Factory-trained representatives are established in principal cities throughout the continental United States. Call Customer Care at 800-255-4255, or visit our web site at [www.prosoco.com](http://www.prosoco.com), for the name of the Enviro Klean® representative in your area.



# ReVive

*biological soiling remover for monuments & gravestones*

## OVERVIEW

Enviro Klean® ReVive removes mold and mildew staining and atmospheric staining that disfigures and degrades many types of construction materials. ReVive is a highly efficient alternative to aggressive cleaners traditionally used on interior and exterior masonry, stone and tile surfaces.

ReVive can also be applied safely to non masonry substrates such as wood, painted surfaces, metal, plastic and glass. Simply dilute with clean water as directed, and apply ReVive to the surface. A short contact time, gentle scrubbing and a water rinse are normally enough to remove light-to-moderate soiling and staining typically encountered on building surfaces and monuments.

## SPECIFICATIONS

For all PROSOCO product specifications visit [www.prosoco.com](http://www.prosoco.com).

## ADVANTAGES

- Safe for landscape plantings and grass.
- Safe for interior use in occupied buildings.
- Effective on all types of stone, concrete and brick masonry.
- Non-fuming, low-odor formulation.
- Needs no substrate neutralization.
- Minimal precautions required for handling and storage.
- Easy to apply with brush, roller or coarse spray.
- Biodegradable.
- Concentrated for economy.
- Safe and effective on wood, painted surfaces, metal, glass and plastic.

## Limitations

- For removal of heavy biological or atmospheric soiling, consult your PROSOCO representative, or call Customer Care - technical support, toll-free at (800) 255-4255.

## REGULATORY COMPLIANCE

### VOC Compliance

Enviro Klean® ReVive is compliant with all national, state and district regulations

## TYPICAL TECHNICAL DATA

FORM	Clear, low-odor liquid. Slight amber color
SPECIFIC GRAVITY	1.00
pH	5.5–6.5
WT/GAL	8.34 lbs
ACTIVE CONTENT	Not applicable
TOTAL SOLIDS	Not applicable
VOC CONTENT	Not applicable
FLASH POINT	Not applicable
FREEZE POINT	32°F (0°C)
SHELF LIFE	3 years in tightly sealed, unopened container
SOLUBILITY IN WATER	Complete

# ReVive

## PREPARATION

Protect people, vehicles, property and all surfaces not set for cleaning from product, splash, rinse, residue, fumes and wind drift. Protect and/or divert traffic if needed.

Drain water from architectural structures (such as fountains) before application. Carefully brush or scrape loose surface debris, and heavy growths of moss, ivy, or other contaminants from the dry surface.

## Fragile or Deteriorated Surfaces

Fragile or deteriorated stone may require reduced rinsing pressure, or even stone consolidation to avoid further damage.

Severely deteriorated limestone and marble may be strengthened enough for thorough cleaning by treatment with Conservare® HCT. HCT also prolongs the service life of acid-soluble stone by dramatically increasing its resistance to acid rain. Consult your PROSOCO representative, or call Customer Care - technical support, toll-free at (800) 255-4255 for more information on use of HCT in conjunction with ReVive.

## Surface and Air Temperatures

Cleaning effectiveness is reduced when surface and air temperatures fall below 50°F (10°C). Do not apply at temperatures below 40°F (4°C). If freezing conditions exist before application, let masonry thaw.

## Equipment

Apply using a soft-bristled brush, roller or coarse spray. Rinse with enough water and pressure to flush spent cleaner and dissolved soiling from the masonry surface and surface pores without damage. Inadequate rinsing leaves residues which may stain the cleaned surface.

Masonry-washing equipment generating 400–1000 psi with a water flow rate of 6–8 gallons per minute is the best water/pressure combination for rinsing porous masonry. Use a 15–45° fan spray tip. Heater water (150–180°F; 65–82°C) may improve cleaning efficiency.

Use adjustable equipment for reducing water flow rates and rinsing pressure as needed for sensitive surfaces. Rinsing pressures greater than 1000 psi and fan spray tips smaller than 15° may permanently damage sensitive masonry. Water flow rates less than 6 gpm may reduce cleaning productivity and contribute to uneven cleaning results.

## Storage and Handling

Store in a cool, dry place. Always seal container after dispensing. Do not alter or mix with other chemicals. Published shelf life assumes upright storage of factory-sealed containers in a dry place. Maintain temperature of 45–100°F (7–38°C). Keep from freezing. Do not double stack pallets. Dispose of in accordance with local, state and federal regulations.

## APPLICATION

Before use, read “Preparation” and “Safety Information.”

**ALWAYS TEST** for suitability and results before overall cleaning. Test using the following application procedures. Let test area dry thoroughly before inspection.

**NOTE:** Many types of biological soiling change color when exposed to ReVive. Most surface discoloration will disappear soon after thorough water rinsing and weathering.

## Dilution

Adjust dilution rate based on testing. Always pour cold water into empty bucket first, then carefully add product.

Type of Soiling	Concentrate : Water
• Light biological staining	1:10
• Moderate biological staining	1:5
• Heavy biological staining	use in concentrate

## ALWAYS TEST

**ALWAYS TEST** a small area of each surface to confirm suitability and desired results before starting overall application. Test with the same equipment, recommended surface preparation and application procedures planned for general application.

## Coverage Rates

One gallon of diluted ReVive treats 80–240 square feet based on surface texture, weather conditions at the time of application, and the severity of soiling.

## Application Instructions

1. Working from the bottom to the top, apply generously to dry surface until surface is thoroughly wet.
2. Leave on the surface for 2–3 minutes. If needed, apply more to keep the surface wet.
3. Mist treated surfaces with water and gently scrub with a non-metallic, short-fibered scrub brush to loosen biological soiling.
4. Working from the bottom to the top, rinse thoroughly with clean water. Reduce rinsing pressure as needed for fragile or deteriorated stone. See “Fragile or Deteriorated Surfaces” in “Preparation” section.
5. If used on food-contact surfaces (such as, but not limited to picnic benches or bench-table combos, food-stand counters, eating- or food-preparation surfaces, etc.) a potable water rinse must follow cleaning.

It may take several days for the full cleaning effect to be realized. When practical, allow two or more weeks for biological soiling to disappear. Repeat as necessary to remove remaining biological soiling.

## Cleanup

Clean tools and equipment with fresh water.

# ReVive

## SAFETY INFORMATION

Enviro Klean® ReVive is a water-reduced cleaning product. Use appropriate safety equipment and job site controls during handling and application. Read the full label and MSDS for precautionary instructions before use.

### First Aid

**Ingestion:** Seek medical attention.

**Eye Contact:** Rinse thoroughly for 15 minutes. Get medical assistance if irritation persists.

**Skin Contact:** Remove contaminated clothing and rinse thoroughly. Get medical attention if irritation persists. Launder contaminated clothing before reuse.

**Inhalation:** Remove to fresh air. Get medical attention as necessary.

**24-Hour Emergency Information:**  
INFOTRAC at 800-535-5053

## WARRANTY

The information and recommendations made are based on our own research and the research of others, and are believed to be accurate. However, no guarantee of their accuracy is made because we cannot cover every possible application of our products, nor anticipate every variation encountered in masonry surfaces, job conditions and methods used. The purchasers shall make their own tests to determine the suitability of such products for a particular purpose.

PROSOCO, Inc. warrants this product to be free from defects. **Where permitted by law, PROSOCO makes no other warranties with respect to this product, express or implied, including without limitation the implied warranties of merchantability or fitness for particular purpose.** The purchaser shall be responsible to make his own tests to determine the suitability of this product for his particular purpose. PROSOCO's liability shall be limited in all events to supplying sufficient product to re-treat the specific areas to which defective product has been applied. Acceptance and use of this product absolves PROSOCO from any other liability, from whatever source, including liability for incidental, consequential or resultant damages whether due to breach of warranty, negligence or strict liability. This warranty may not be modified or extended by representatives of PROSOCO, its distributors or dealers.

## CUSTOMER CARE

Factory personnel are available for product, environment and job-safety assistance with no obligation. Call 800-255-4255 and ask for Customer Care.

Factory-trained representatives are established in principal cities throughout the continental United States. Call Customer Care at 800-255-4255, or visit our web site at [www.prosoco.com](http://www.prosoco.com), for the name of the Enviro Klean® representative in your area.

## BEST PRACTICES

Drain water from architectural structures (such as fountains) before application. Carefully brush or scrape loose surface debris, and heavy growths of moss, ivy, or other contaminants from the dry surface.

Fragile or deteriorated stone may require reduced rinsing pressure, or even stone consolidation to avoid further damage.

Masonry-washing equipment generating 400–1000 psi with a water flow rate of 6–8 gallons per minute is the best water/pressure combination for rinsing porous masonry. Use a 15–45° fan spray tip. Heater water (150–180°F; 65–82°C) may improve cleaning efficiency.

Many types of biological soiling change color when exposed to ReVive. Most surface discoloration will disappear soon after thorough water rinsing and weathering.

It may take several days for the full cleaning effect to be realized. When practical, allow two or more weeks for biological soiling to disappear. Repeat as necessary to remove remaining biological soiling.

Never go it alone. For problems or questions, contact your local PROSOCO distributor or field representative. Or call PROSOCO technical Customer Care toll-free at 800-255-4255.



PRODUCT DATA SHEET

PROSOCO

SINCE 1939

# ReVive

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# Emerald<sup>TM</sup>

REVOLUTIONARY TECHNOLOGY.  
BEST-IN-CLASS OVERALL PERFORMANCE.

EXTERIOR ACRYLIC LATEX





## EXCEPTIONAL DURABILITY, BEAUTY AND APPLICATION.

Emerald™ Exterior Acrylic Latex is the latest breakthrough in paint technology from Sherwin-Williams, offering premium performance that stands the test of time. Featuring rugged resistance to blistering, peeling, chalking, fading and dirt pickup,



Emerald is self-priming and can be applied in temperatures down to 35°F. Emerald delivers innovative durability, hide and beauty for a truly outstanding finish.

### EMERALD EXTERIOR ACRYLIC LATEX KEY BENEFITS

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Features an exclusive cross-linking 100% acrylic technology for exceptional durability and hide.</li> </ul> | <ul style="list-style-type: none"> <li>• Meets the most stringent VOC regulations.</li> </ul>   |
| <ul style="list-style-type: none"> <li>• Extreme resistance to blistering, peeling, chalking, fading and dirt pickup.</li> </ul>                     | <ul style="list-style-type: none"> <li>• Low temperature application down to 35°F.</li> </ul>   |
| <ul style="list-style-type: none"> <li>• Self-priming with a smooth, uniform appearance and provides a mildew-resistant coating.</li> </ul>          | <ul style="list-style-type: none"> <li>• Available in all Sherwin-Williams colors and custom tints in flat, satin and gloss.</li> </ul> |
| <ul style="list-style-type: none"> <li>• Use one coat for repaints and two coats for unpainted surfaces.</li> </ul>                                  | <ul style="list-style-type: none"> <li>• Backed by a lifetime limited warranty.</li> </ul>  |

## EMERALD IS BROUGHT TO YOU BY A NAME YOU KNOW AND TRUST.

For more than 145 years, Sherwin-Williams has provided contractors, builders, property managers, architects and designers with the trusted products they need to build their business and satisfy customers. Emerald Exterior Acrylic Latex is just one more way we bring you industry-leading paint technology – innovation you can pass on to your customers.

Plus with more than 3,500 stores and 1,800 sales representatives across North America, personal service and expert advice is always available near jobsites. Find out more about Emerald Exterior Acrylic Latex at your nearest Sherwin-Williams store or to have a sales representative contact you, call **800-524-5979**.





U.S. Heritage Group, Inc.  
3516 N. Kostner Ave.  
Chicago, IL 60641

[www.usheritage.com](http://www.usheritage.com) | 773-286-2100

## Submittal Sheet for Heritage Cement-Lime Mortar (Type O)

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### Product Highlights:

Type O mortar is a formulation that has been widely used by craftsmen and specified by architects during the twentieth century. The formulation is a factory produced blend of hydrated lime, portland cement, and sand that is proportioned to provide an even life-cycle performance for new masonry construction applications as well as historic buildings that were constructed with high lime mortars.

All mortar ingredients are carefully manufactured by weight to meet applicable ASTM C270 Standards. This product is available in a medium sand gradation for standard joints.

Heritage Cement/Lime Mortar complies with ASTM C270-07 Standard Specification for Mortar for Unit Masonry, Proportion Specification.

NOTE: Four full 80 pound bags of this product mixed in a conventional paddle type mortar mixer equals approximately the same quantity as a Type N mortar formulation mixed with 16 to 18 shovels of sand at the jobsite.

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### Recommended Uses:

This mortar is recommended for structures that were originally constructed using a high lime mortar. This is also the most popular mortar specified for new masonry construction or when the presence of natural or portland cement in the original formulation is confirmed through mortar testing.

This formulation is also a good choice for marine environments and/or work being carried out near the end of the construction season when frost or freezing temperatures may be a concern. This mortar sets up faster and has the ability to become more durable quicker than straight lime mortars.

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### Mixing Instructions:

Place half the amount of water into the bucket, wheelbarrow or mechanical mixer. Add the dry material slowly into the mixer. Add the additional water and remaining dry material. Using a mortar hoe, paddle drill or mechanical mixer - mix the material for 3 full minutes. Repointing mortar should resemble the consistency of brown sugar. Additional water may be added for laying masonry units. Allow mortar to stand for 15 to 20 minutes prior to using. Remix mortar again before use. If too much water is used mistakenly during mixing - set aside and allow for water evaporation in direct sunlight to thicken up the material prior to use.

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### Surface Preparation:

Repointing: Joints should be clean of debris and old mortar removed to a depth of 2 to 2.5 times the width of the joint. The joints need to be sprayed generously with water and allowed to absorb to the point of Saturated Surface Dry (SSD) with no standing water present.

Brick and Stone with high initial rate of absorption (IRA) should be pre-soaked with water prior to assembly.

For masonry walls that are extremely absorbent, such as limestone, sandstone and common brick, the walls should receive an additional water prior to the start of the work. Temperature of the masonry material and direct sunlight as well as wind, altitude and humidity will affect the ability of a wall to reach the required Saturated Surface Dry (SSD) state.

Old mortar should be removed to a minimum depth of 2-1/2 times the width of the joint to ensure an adequate bond and to prevent mortar "popouts." For most brick joints, this will require removal of the mortar to a depth of approximately 1/2 to 1 inch; for stones with wide joints, the mortar removal may need to be several inches. Any loose or disintegrated mortar beyond this minimum depth also should be removed. Mortar should be removed cleanly from the units, leaving square corners at the back of the cut.

The traditional manner of removing the mortar is through the use of hand chisels and hammers. Though labor-intensive, this method poses the least threat for damage to the masonry units. Small pneumatically powered chisels also are effective as long as the masons maintain appropriate control over the equipment. Power grinders should not be used unless the operator will assume liability if irreversible damage is caused to the historic masonry units. Use grinders with extreme caution. Before filling, the joints should be rinsed with a jet of water to remove all loose particles and dust.

Do not widen the existing masonry joints by cutting into the surrounding edges of the masonry units.

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### Application Procedures:

Mortars for repointing can be applied in single lifts up to a maximum one and one-quarter inch (1-1/4 inch). When the depth of the mortar application exceeds 1-1/4 inch, then divide the application depth by two – for example a joint depth of 1-1/2 inch can be pointed in two 3/4-inch layers. Fully compact each layer and allow it to become thumbprint hard before applying the next layer. Thumbprint hard is when the applied mortar has dried enough that it is tight when you touch it with your thumb or finger.



After the deepest areas have been filled to the same depth as the remaining joints, point all joints by placing mortar in layers not greater than one and one-quarter inch (1-1/4 inch). Fully compact the mortar into the joint.

Overfill the mortar past the face of the masonry units but do not allow it to spread over the edges onto the masonry surfaces. Do not feather edge the mortar. Where existing bricks or stones have worn edges, slightly recess the finished mortar surface below the face to avoid widened joint faces.

When the mortar is thumbprint hard, remove excess mortar from the edge of the joint by cutting with a trowel or raking tool. Match the original joint profile and finish. The point at which the mortar becomes thumbprint hard will depend on several factors: the mortar formulation, weather conditions, the rate at which the masonry units absorb water, the application depth, and the width of the joint. Lime mortar can often be finished within hours of installation or the following day. Follow the mortar manufacturer's recommendation regarding the timing for tooling the joints. The joints should be finished to match the original historic joint profile

Remove existing mortar from masonry surfaces within the raked-out joints to provide reveals with square backs and to expose masonry for contact with the repointing mortar. Brush, vacuum, or flush the joints with water to remove dirt and loose mortar. Do not spall or chip masonry units in the process of mortar removal.

For the long-term performance and appearance of the replacement mortar, do not feather the edge of the existing mortar. Featheredging happens when a joint has not been raked out deep enough, when square-back corners have not been cut, or when the grinding wheel is removed from the joint. To promote bonding between the existing and the replacement mortars, the meeting point should be clean-cut at a 90-degree angle.

You have up to 2 hours to complete your work prior to the initial set of this mortar. Tempering with water is permitted during use.

**Curing Procedures:**

Acceptable curing methods include covering the repointed wall with plastic sheeting, periodic hand misting, and periodic mist spraying using a system of pipes, mist heads, and timers. Adjust curing methods to ensure that the pointing mortar is damp without eroding the surface of the mortar. Curing methods will vary in different parts of the country and at different times of the year, calling for different amounts of water to be used in the wet-and-dry cycles. Adjustments also have to take into account how much time is remaining before freezing weather arrives.

Because this formulation contains portland cement as an ingredient - maintaining the wet/dry cyles required for straight lime-based mortars is not required for optimum performance.

**Clean-Up:**

Clean tools with water.

**Safety Requirements:**

Contains portland cement, hydrated lime and silica sand. May be irritating to eyes and nose. Prolonged inhalation may cause delayed lung injury, including silicosis and possible cancer. Avoid contact with eyes and skin. Wash skin thoroughly with water after handling. In case of eye contact, flush with plenty of water for at least 15 minutes. If irritation persists, consult a physician immediately. Dust mask, gloves and eye protection is recommended when handling or opening this package.

KEEP OUT OF REACH OF CHILDREN.

**Limitations:**

This material will not adhere properly when skimmed across the surface of cracks. The use of muratic acid in field-mixed solutions or brand-name cleaners containing acidic materials are not recommended. Sands used in this product offering do not meet ASTM C144-04 Standard Specification for Aggregates for Masonry Mortar.

**Storage:**

Keep material in dry storage. Keep protected from high humidity conditions. For dry bagged product, do not allow plastic shrink wrap to remain on material pallet for extended periods of time as this can potentially trap moisture. For product packaged in buckets, ensure that the lid is tightly sealed.

**Shelf Life:**

Material should be used within six months of date of shipment.

**Limited Warranty:**

U.S. Heritage Group, Inc. warrants this product to be of merchantable quality when used or applied in accordance with the manufacture's instructions. This product is not warranted as suitable for any purpose or use other than the general purpose for which it is intended. Liability under this warranty is LIMITED to the replacement of the product (as purchased) found to be defective, or at the shipping companies' option, to refund the purchase price. In the event of a claim, Chicago, IL 60641. THIS LIMITED WARRANTY IS ISSUED AND ACCEPTED IN LIEU OF ALL OTHER EXPRESSED WARRANTIES AND EXPRESSLY EXCLUDES LIABILITY FOR under this warranty, notice must be given in writing to U.S. Heritage Group, Inc., 3516 North Kostner Ave.

Whether it is this house or your house...

...TREAT IT AS THE  
**ARCHITECTURAL  
TREASURE** THAT IT IS.

**Mix&GO REPOINT**

is a proprietary mortar that contains hydraulic lime (conforming to ASTM C1707), a blend of natural sands, and for our Mix&GOs in color, synthetic iron oxide pigments. This product contains NO portland cement, latex, or acrylic admixtures.

Mix&GO REPOINT is designed to work in the following applications:

Bricklaying, Stonework, Masonry repointing, Chinking (for log cabins) and more in most temperature climates and geographical climates. In areas where harsher conditions may exist, ask for our Mix&GO REPOINT 200.

**Mix&GO REPOINT is the perfect mortar for Pre-1940's Masonry**

- It breathes: Excellent vapor permeability to prevent moisture retention and loss of masonry due to freeze thaw
- It has no Portland Cement: Modern mortars contain many properties that cause irreversible damage to historic masonry
- It moves: Flexibility to allow the structure to move over time.
- Simple: Easy to use, just add water, Mix&GO!
- Historically correct: Mix&GO Repoint is made with hydraulic lime using technology that is thousands of years old
- Green: This bag of material will absorb up to lbs of carbon dioxide when used!

VIRGINIA  
**LIME**

[www.virginalimeworks.com](http://www.virginalimeworks.com)

111 Highview Dr.  
Madison Heights, VA 24572

PO Box 516  
Monroe VA 24572

434-929-8113  
434-929-8114 fax

**REPOINT** MIX & GO



## PRODUCT DESCRIPTION

**Basic Use:** Virginia Lime Works Mix&GO REPOINT is a hydraulic lime masonry mortar for use in laying brick or stone, and the restoration and repointing of historic masonry work.

**Composition and materials:** Virginia lime Works Mix&GO REPOINT is comprised of consistently measured and blended sand and Virginia Lime Works Building Lime 150.

(Mix&GO REPOINT can be made with Building Lime 200 by special order)

**Packaging:** Available in 65lbs bags (stacked 35 bags per pallet)

**Technical Data:** Virginia Lime Works Mix&GO REPOINT meets and exceeds the property and performance requirements of ASTM C1707. Product achieves compressive strengths of approximately 500 PSI at 28 days.

## INSTALLATION

### Repointing Historic Masonry

**Before Application:** Areas to be repointed should be clean and free of dirt, debris, grease, and oil for best possible bond. Loose or deleterious existing mortar should be removed to an approximate depth of 1.5 times the width of the mortar joint. Work should be thoroughly dampened to prevent flash curing of the work. To test substrate's absorption place a drop of mortar on the surface. If the moisture is pulled in instantly, additional dampening is required. If the moisture rests on the surface for more than two seconds then it may be necessary to allow the work to dry out before application of mortar.

**Mixing:** When mixing small quantities, place Mix&GO REPOINT into a tub or bowl, slowly add water and mix to desired consistency (like a thick peanut butter). For mixing a whole bag, slowly add 1.1 gallons of water and blend, slowly adding additional water as necessary to achieve desired consistency. Mix for at least 5 minutes. Please note that adding too much water can cause mortar to shrink, crack, and/or change color after curing.

**For Bedding Masonry:** Lay a bed of mortar to sufficiently create full bed (horizontal) joints and "butter" brick ends to form full head (vertical) joints. Do not move or adjust units after the

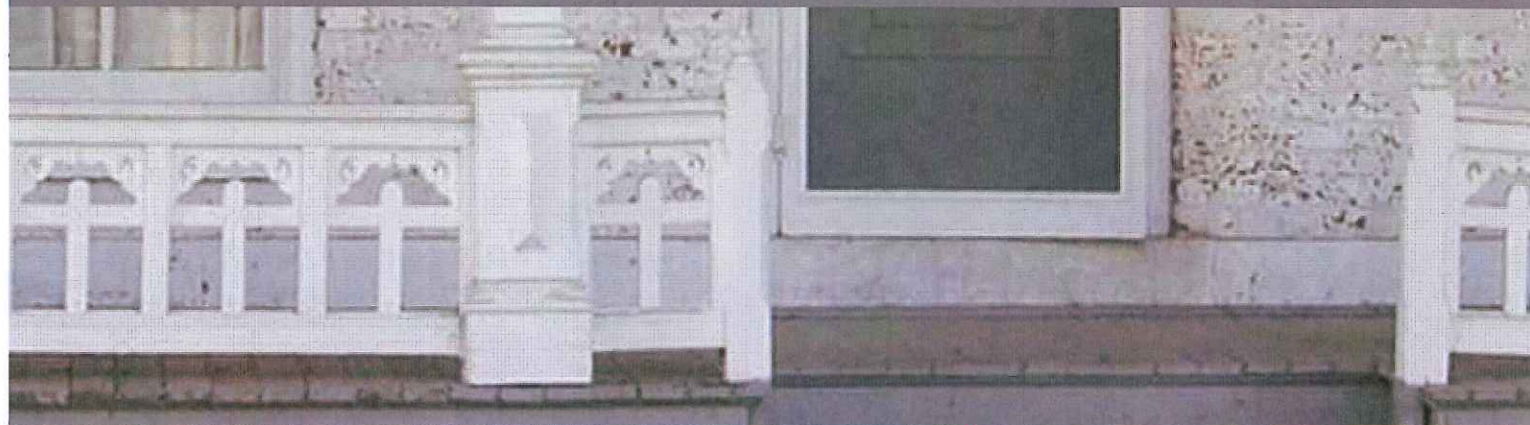
commencement of set, which can cause loss of bond between mortar and masonry units. If adjustments are deemed necessary remove both the masonry unit and the bed, and re-lay using fresh mortar.

**For Masonry Repointing:** Joints greater than 3/4" should be re-pointed with an initial lift to bring the joint depth to a uniform thickness. Pack mortar firmly against the previously placed mortar by applying firm pressure to ensure close contact between the lifts. If pointing in lifts, roughen the surface to provide keying between applications and allow mortar to become thumbprint hard prior to reapplication. When finishing mortar joints it is often preferable to match the original joint profile. **Reworking:** Mix&GO can be reworked for up to 3 hours. If a significant amount of water is need to rework the mortar, the hydraulic set may have started and the material should be discarded. **Curing Time:** Mortar work should be protected from sun, wind, and rain for at least 7 days. Mortar work should be protected from freezing temperatures for at least 28 days. In some cases mortar work may need to be protected from freezing temperatures for several months.

## CLEAN UP

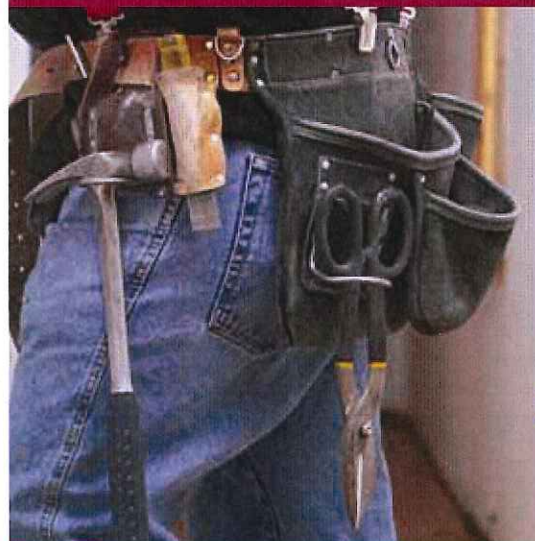
Ensure that all work is properly protected prior to cleaning. Maintain clean surfaces on the face, sills, ledges, and projections of masonry on a daily basis, and with a trowel, strike off minor dabs of adherent mortar from masonry faces. After mortar has achieved thumbprint hardness, lightly brush masonry to remove small mortar burrs from joints and masonry edges. Manual cleaning of masonry can be effective by using water and soft bristled brushes to remove mortar smears. Light pressurized spray (less than 300 PSI) can be used with caution due to the fact that over saturation of the masonry could lead to moisture migration. Virginia Lime Works does not recommend cleaning with masonry detergents, however, if such measures deem detergents necessary, contact detergent manufacturer for protocol when cleaning "PURE LIME MORTAR" and test the treatment in small inconspicuous areas to determine its effectiveness and to ensure no damage occurs to the building fabric. Tools can be cleaned using conventional methods and properly protect any unused product from moisture and freezing. Opened bags of Mix&GO can be stored in sealed pails for up to 6 months from date of purchase.





# Small Entity Compliance Guide to Renovate Right EPA's Lead-Based Paint Renovation, Repair, and Painting Program

A handbook for contractors,  
property managers and  
maintenance personnel  
working in homes and  
child-occupied facilities  
built before 1978.





## Who Should Read this Handbook?

- Anyone who owns or manages housing or child-occupied facilities built before 1978.
- Contractors who perform activities that disturb painted surfaces in homes and child-occupied facilities built before 1978 (including certain repairs and maintenance, and painting preparation activities).

## About this Handbook

This handbook summarizes requirements of EPA's 2008 Lead-Based Paint Renovation, Repair and Painting Program Rule (as amended in 2010 and 2011), aimed at protecting against lead-based paint hazards associated with renovation, repair and painting activities. The rule requires workers to be trained to use lead-safe work practices and requires renovation firms to be EPA-certified; these requirements became fully effective April 22, 2010.

To ensure compliance, you should also read the complete rule on which the program is based. While EPA has summarized the provisions of the rule in this guide, the legal requirements that apply to renovation work are governed by EPA's 2008 Lead Rule. A copy of the rule is available on EPA's website at [www.epa.gov/lead/pubs/renovation.htm](http://www.epa.gov/lead/pubs/renovation.htm).

A companion pamphlet, entitled *The Lead-Safe Certified Guide to Renovate Right: Important Lead Hazard Information for Families, Child Care Providers, and Schools* (EPA-740-K-10-001), has been prepared in conjunction with the rule for distribution to persons affected by work that disturbs lead-based paint. (See page 17 for information on how to get copies of the rule, the *Renovate Right* pamphlet, and other related materials.)

Other state or local requirements that are different from or more stringent than the federal requirements may apply in your state. For example, federal law allows EPA to authorize states to administer their own program in lieu of the federal lead program. Even in states without an authorized lead program, a state may promulgate its own rules that may be different or go beyond the federal requirements. For more information on the rules that apply in your state, please contact the National Lead Information Center at 1-800-424-LEAD (5323).

Your feedback is important. Please review this guide and contact the National Lead Information Center at 1-800-424-LEAD (5323) with any comments regarding its usefulness and readability, and improvements you think are needed.

This document is published by the Environmental Protection Agency (EPA) as the official compliance guide for small entities, as required by the Small Business Regulatory Enforcement Fairness Act of 1996 (SBREFA). Before you begin using the guide, you should know that the information in this guide was originally published in June 2008, and was revised in July 2010 and September 2011 to address regulatory revisions. EPA is continually improving and upgrading its rules, policies, compliance programs, and outreach efforts. To find out if EPA has revised or supplemented the information in this guide call the National Lead Information Center at 1-800-424-LEAD (5323).

## What Is the Lead-Based Paint Renovation, Repair and Painting Program (RRP)?

- The Lead-Based Paint Renovation, Repair and Painting Program is a federal regulatory program affecting contractors, property managers, and others who disturb painted surfaces.
- It applies to residential houses, apartments, and child-occupied facilities such as schools and day-care centers built before 1978.
- It includes pre-renovation education requirements as well as training, certification, and work practice requirements.
  - Pre-renovation education requirements:
    - Contractors, property managers, and others who perform renovations for compensation in residential houses, apartments, and child-occupied facilities built before 1978 are required to distribute a lead pamphlet before starting renovation work.
  - Training, certification, and work practice requirements:
    - Firms are required to be certified, their employees must be trained (either as a certified renovator or on-the-job by a certified renovator) in use of lead-safe work practices, and lead-safe work practices that minimize occupants' exposure to lead hazards must be followed.
- Renovation is broadly defined as any activity that disturbs painted surfaces and includes most repair, remodeling, and maintenance activities, including window replacement.
- The program includes requirements implementing both Section 402(c) and 406(b) of the Toxic Substances Control Act (TSCA). ([www.epa.gov/lead/pubs/titleten.html](http://www.epa.gov/lead/pubs/titleten.html))
- EPA's lead renovation regulations can be found at 40 CFR Part 745, Subpart E.

## How Can this Handbook Help Me?

- Understanding the lead program's requirements can help you protect your customers from the hazards of lead and can, therefore, mean more business for you.
- This handbook presents simple steps to follow to comply with the EPA's lead program. It also lists ways these steps can be easily incorporated into your work.
- Distributing the lead pamphlet and incorporating required work practices into your job site will help protect your customers and occupants from the hazards of lead-based paint.



## Who Must Follow the Renovation, Repair and Painting Rule's Requirements?

In general, anyone who is paid to perform work that disturbs paint in housing and child-occupied facilities built before 1978, this may include, but is not limited to:

- Residential rental property owners/managers
- General contractors
- Special trade contractors, including
  - Painters
  - Plumbers
  - Carpenters
  - Electricians



## What Activities Are Subject to the Lead Renovation, Repair and Painting Program?

In general, any activity that disturbs paint in pre-1978 housing and child-occupied facilities, including:

- Remodeling and repair/maintenance
- Electrical work
- Plumbing
- Painting preparation
- Carpentry
- Window replacement



## What Housing or Activities Are Excluded and Not Subject to the Rule?

- Housing built in 1978 or later.
- Housing for elderly or disabled persons, unless children under 6 reside or are expected to reside there.
- Zero-bedroom dwellings (studio apartments, dormitories, etc.).
- Housing or components that have been declared lead-free. Such a declaration can be made by a certified inspector or risk assessor. Also, a certified renovator may declare specific components lead-free using an EPA recognized test kit or by collecting paint chip samples and obtaining test results from an EPA recognized laboratory showing the components do not contain lead-based paint.
- Minor repair and maintenance activities that disturb 6 square feet or less of paint per room inside, or 20 square feet or less on the exterior of a home or building.
  - Note: minor repair and maintenance activities do not include window replacement and projects involving demolition or prohibited practices.

# What Does the Program Require Me To Do?

## Pre-renovation education requirements.

- In housing built before 1978, you must:
  - Distribute EPA's lead pamphlet ([www.epa.gov/lead/pubs/brochure.htm](http://www.epa.gov/lead/pubs/brochure.htm)) to the owner and occupants before renovation starts.
- In a child-occupied facility, you must:
  - Distribute the lead pamphlet to the owner of the building or an adult representative of the child-occupied facility before the renovation starts.
  - Either distribute renovation notices to parents/guardians of the children attending the child-occupied facility, or post informational signs about the renovation or repair job.
- For work in common areas of multi-family housing, you must:
  - Either distribute renovation notices to tenants or post informational signs about the renovation or repair job.
- Informational signs must:
  - Be posted where they will be seen;
  - Describe the nature, locations, and dates of the renovation; and
  - Be accompanied by the lead pamphlet or by information on how parents and guardians can get a free copy (see page 29 for information on obtaining copies).
- Obtain confirmation of receipt of the lead pamphlet (see page 23) from the owner, adult representative, or occupants (as applicable), or a certificate of mailing from the post office.
- Retain records for three years.
- *Note:* Pre-renovation education requirements do not apply to emergency renovations. Emergency renovations include interim controls performed in response to a resident child with an elevated blood-lead level.

## Training, Certification, and Work Practice Requirements.

- All firms must be certified (even sole-proprietors).
- All renovators must be trained.
- Lead-safe work practices must be followed. Examples of these practices include:
  - Work-area containment to prevent dust and debris from leaving the work area.
  - Prohibition of certain work practices like open-flame burning and the use of power tools without HEPA exhaust control.
  - Thorough clean up followed by a verification procedure to minimize exposure to lead-based paint hazards.



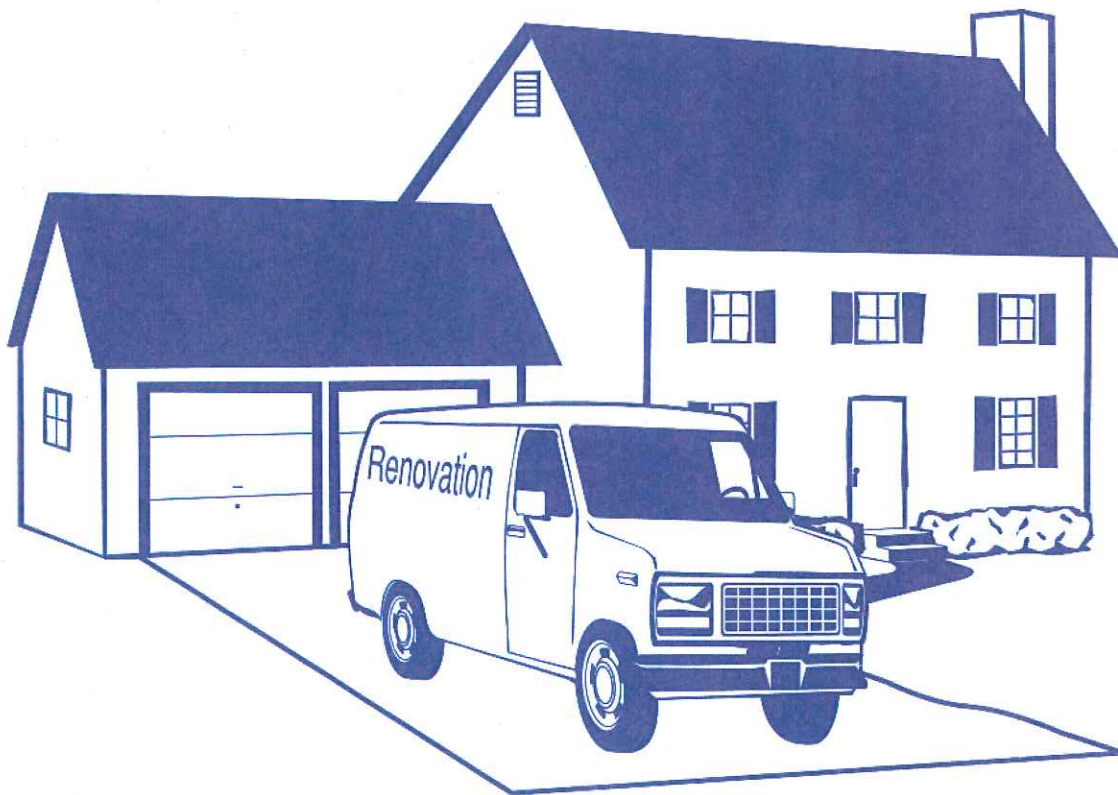
## How Does a Firm Become Certified?

Firms must apply to EPA for certification to perform renovations or dust sampling. To apply, a firm must submit to EPA a completed "Application for Firms," signed by an authorized agent of the firm, and pay the correct amount of fees. To obtain a copy of the "Application for Firms" contact the NLIC at 1-800-424-LEAD (5323) or visit [www.epa.gov/getleadsafe](http://www.epa.gov/getleadsafe).

## What Are the Responsibilities of a Certified Firm?

Firms performing renovations must ensure that:

1. All individuals performing activities that disturb painted surfaces on behalf of the firm are either certified renovators or have been trained by a certified renovator.
2. A certified renovator is assigned to each renovation and performs all of the certified renovator responsibilities.
3. All renovations performed by the firm are performed in accordance with the work practice standards of the Lead-Based Paint Renovation, Repair, and Painting Program (see the flowchart on page 9 for details about the work practice standards).
4. Pre-renovation education and lead pamphlet distribution requirements of the Lead-Based Paint Renovation, Repair, and Painting Program are performed.
5. The program's recordkeeping requirements are met.



## How Does a Renovator Become Certified?

To become a certified renovator an individual must successfully complete an eight-hour initial renovator training course offered by an accredited training provider (training providers are accredited by EPA, or by an authorized state or tribal program). The course completion certificate serves as proof of certification. To find a trainer in your area contact the NLIC at 1-800-424-LEAD (5323) or visit [www.epa.gov/getleadsafe](http://www.epa.gov/getleadsafe).

## Are There Streamlined Requirements for Contractors with Previous Lead Training?

Yes. Individuals who have successfully completed an accredited lead abatement worker or supervisor course, or individuals who have successfully completed certain EPA, Department of Housing and Urban Development (HUD), or EPA/HUD model renovation training courses before October 4, 2011, need only take a four-hour refresher renovator training course instead of the eight-hour initial renovator training course to become certified. For a list of qualified previous training courses contact the NLIC at 1-800-424-LEAD (5323) or visit [www.epa.gov/lead/pubs/trainerinstructions.htm#refresher](http://www.epa.gov/lead/pubs/trainerinstructions.htm#refresher).

## What Are the Responsibilities of a Certified Renovator?

Certified renovators are responsible for ensuring overall compliance with the Lead-Based Paint Renovation, Repair, and Painting Program's requirements for lead-safe work practices at renovations they are assigned (see the flowchart on page 9 for details about the work practice standards). A certified renovator:

1. Must provide on-the-job training to other workers (who have not taken the certified renovator training course) on the lead safe work practices to be used in performing their assigned tasks.
2. Must be physically present at the work site when warning signs are posted, while the work-area containment is being established, and while the work-area cleaning is performed.
3. Must regularly direct work being performed by other individuals to ensure that the work practices are being followed, including maintaining the integrity of the containment barriers and ensuring that dust or debris does not spread beyond the work area.
4. When requested by the party contracting for renovation services, must use an EPA recognized test kit or must collect paint chip samples, submit them to an EPA-recognized laboratory, and obtain test results from the laboratory to determine whether components affected by the renovation contain lead-based paint. (For more information regarding test kits call the National Lead Information Center at 1-800-424-LEAD (5323), or check our web site at [www.epa.gov/lead/pubs/renovation.htm](http://www.epa.gov/lead/pubs/renovation.htm)). Note: you must assume lead-based paint is present for housing and buildings covered by this rule, unless testing is done that determines the components affected are lead-free.
5. Must be available, either on-site or by telephone, at all times renovations are being conducted.
6. Must perform project cleaning verification.
7. Must have with them at the work site copies of their initial course completion certificate and their most recent refresher course completion certificate.
8. Must prepare required records.



## How Long Do Firm and Renovator Certifications Last?

To maintain their certification, individual renovators and firms must be re-certified by EPA every five years. A firm must submit to EPA a completed "Application for Firms," signed by an authorized agent of the firm, and pay the correct amount of fees. Individual renovators must successfully complete a refresher training course provided by an accredited training provider.

## What Are the Recordkeeping Requirements?

- All documents must be retained for three years following the completion of a renovation.
- Records that must be retained include:
  - Reports certifying that lead-based paint is not present.
  - Records relating to the distribution of the lead pamphlet.
  - Documentation of compliance with the requirements of the Lead-Based Paint Renovation, Repair, and Painting Program. This information must also be given to the owner and, if different, the occupant of the housing or unit that was renovated (EPA has prepared a sample form that is available at [www.epa.gov/lead/pubs/samplechecklist.pdf](http://www.epa.gov/lead/pubs/samplechecklist.pdf)).

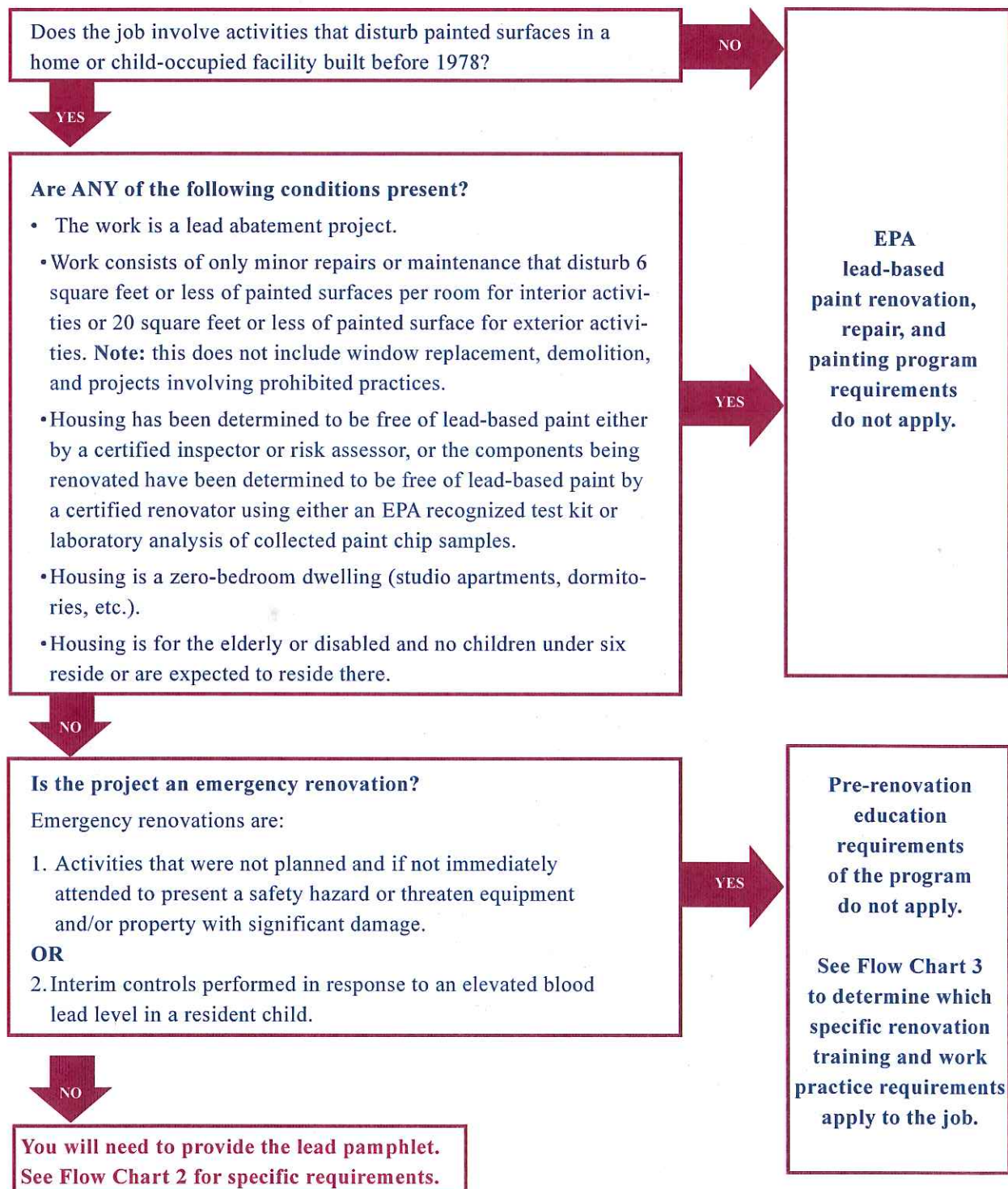
## What Are the Required Work Practices?

The flow charts on the following pages will help determine if your project is subject to the Lead-Based Paint Renovation, Repair and Painting Program's requirements and, if so, the specific requirements for your particular project. The flowcharts, and other information included in this guide, are not intended to be a replacement for official training.

## EPA's Lead Program Rule At-A-Glance

### Do the Requirements Apply to the Renovation?

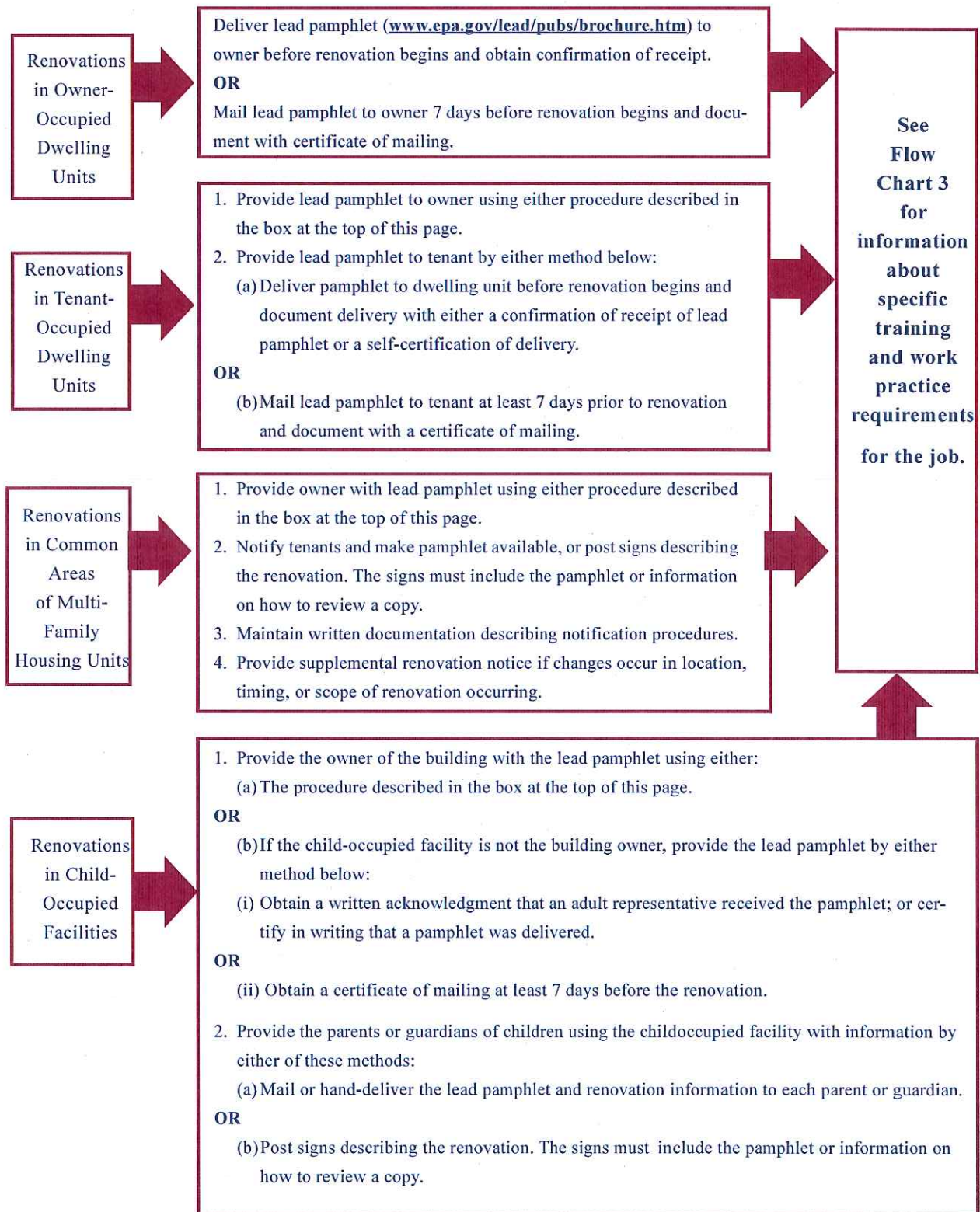
If you will be getting paid to do work that disturbs painted surfaces in a pre-1978 home, apartment building, or child-occupied facility, answer the questions below to determine if the EPA lead program requires you to distribute the lead pamphlet and/or if you will need to comply with training, certification, and work practice requirements when conducting the work.



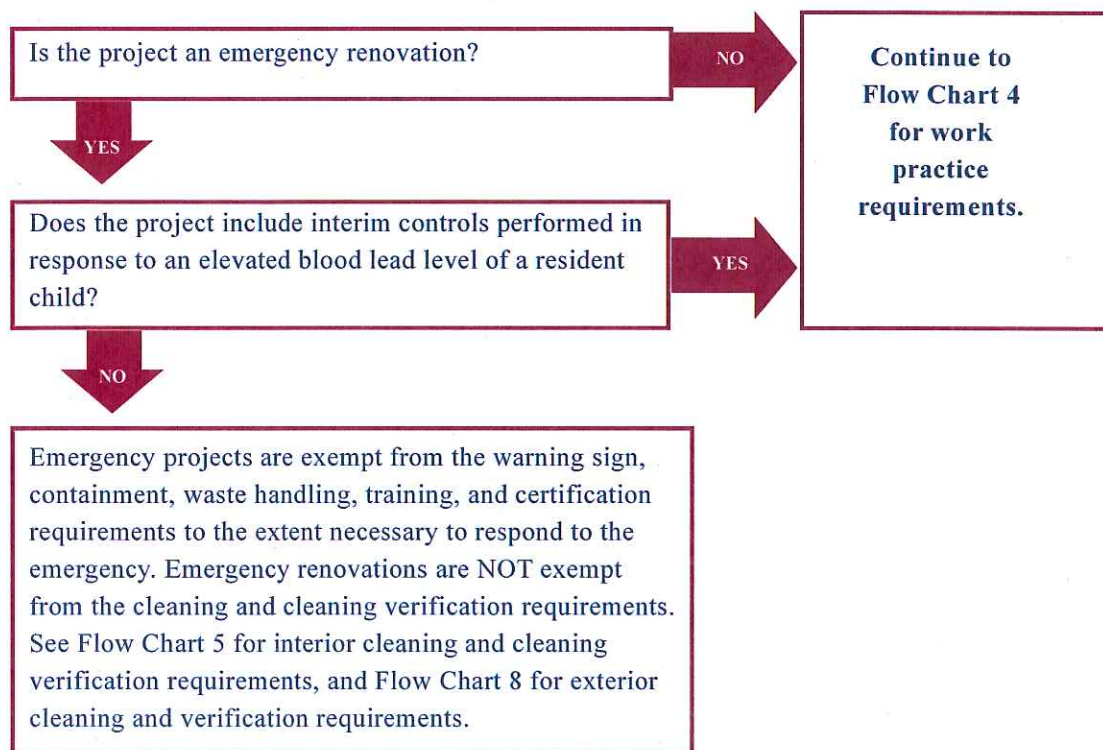


## How Do I Comply with the Pre-Renovation Education Requirements?

Requirements to distribute pre-renovation educational materials vary based on the location of the renovation. Select the location below that best describes the location of your project, and follow the applicable procedure on the right.



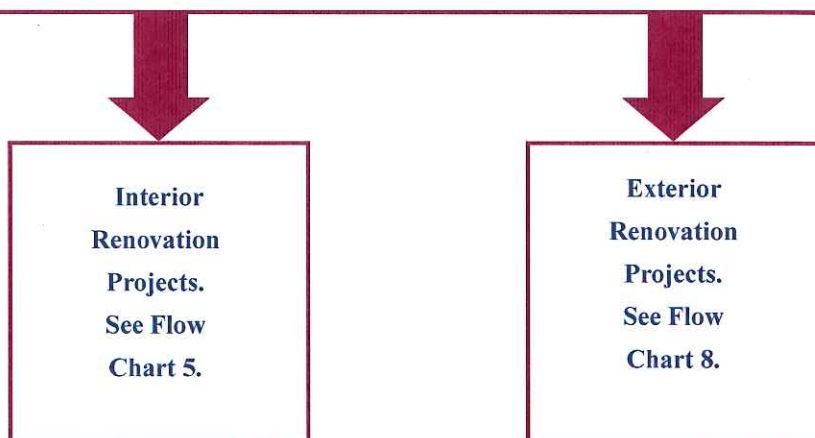
## Do the Renovation Training and Work Practices Apply?



## Work Practice Requirements

### General

- (A) Renovations must be performed by certified firms using certified renovators.
- (B) Firms must post signs clearly defining the work area and warning occupants and other persons not involved in renovation activities to remain outside of the work area. These signs should be in the language of the occupants.
- (C) Prior to the renovation, the firm must contain the work area so that no dust or debris leaves the work area while the renovation is being performed.
- (D) Work practices listed below are prohibited during a renovation:
  - 1. Open-flame burning or torching of painted surfaces;
  - 2. Use of machines that remove paint or other surface coatings through high speed operation such as sanding, grinding, power planing, needle gun, abrasive blasting, or sandblasting, unless such machines have shrouds or containment systems and are equipped with a HEPA vacuum attachment to collect dust and debris at the point of generation. Machines must be operated so that no visible dust or release of air occurs outside the shroud or containment system; and
  - 3. Operating a heat gun on painted surfaces at temperatures above 1100 degrees Fahrenheit.
- (E) Waste from renovations:
  - 1. Waste from renovation activities must be contained to prevent releases of dust and debris before the waste is removed from the work area for storage or disposal.
  - 2. At the conclusion of each work day and at the conclusion of the renovation, waste that has been collected from renovation activities must be stored to prevent access to and the release of dust and debris.
  - 3. Waste transported from renovation activities must be contained to prevent release of dust and debris.





## Work Practice Requirements Specific to Interior Renovations

The firm must:

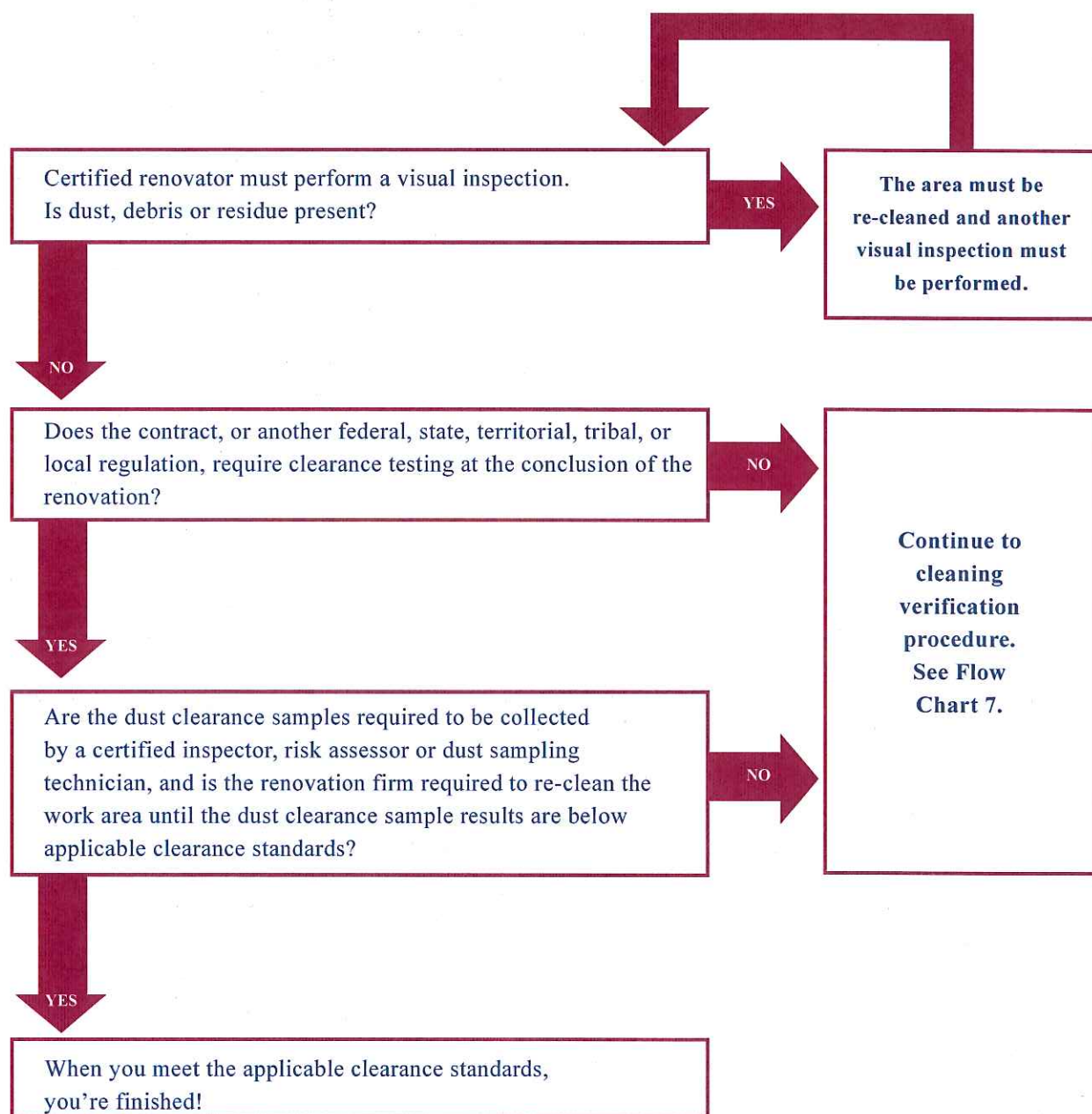
- (A) Remove all objects from the work area or cover them with plastic sheeting with all seams and edges sealed.
- (B) Close and cover all ducts opening in the work area with taped-down plastic sheeting.
- (C) Close windows and doors in the work area. Doors must be covered with plastic sheeting.
- (D) Cover the floor surface with taped-down plastic sheeting in the work area a minimum of six feet beyond the perimeter of surfaces undergoing renovation or a sufficient distance to contain the dust, whichever is greater. If a vertical containment system is employed, floor covering may stop at the vertical barrier, providing it is impermeable, extends from floor to ceiling, and is tightly sealed at floors, ceilings, and walls.
- (E) Use precautions to ensure that all personnel, tools, and other items, including the exteriors of containers of waste, are free of dust and debris when leaving the work area.
- (F) After the renovation has been completed, the firm must clean the work area until no dust, debris or residue remains. The firm must:
  - 1. Collect all paint chips and debris, and seal it in a heavy-duty bag.
  - 2. Remove and dispose of protective sheeting as waste.
  - 3. Clean all objects and surfaces in the work area and within two feet of the work area in the following manner:
    - a. Clean walls starting at the ceiling and working down to the floor by either vacuuming with a HEPA vacuum or wiping with a damp cloth.
    - b. Thoroughly vacuum all remaining surfaces and objects in the work area, including furniture and fixtures, with a HEPA vacuum.
    - c. Wipe all remaining surfaces and objects in the work area, except for carpeted or upholstered surfaces, with a damp cloth. Mop uncarpeted floors thoroughly using a mopping method that keeps the wash water separate from the rinse water, or using a wet mopping system.



**Cleaning verification is required to ensure the work area is adequately cleaned and ready for re-occupancy. See Flow Chart 6 for instructions on performing cleaning verification for interior projects.**

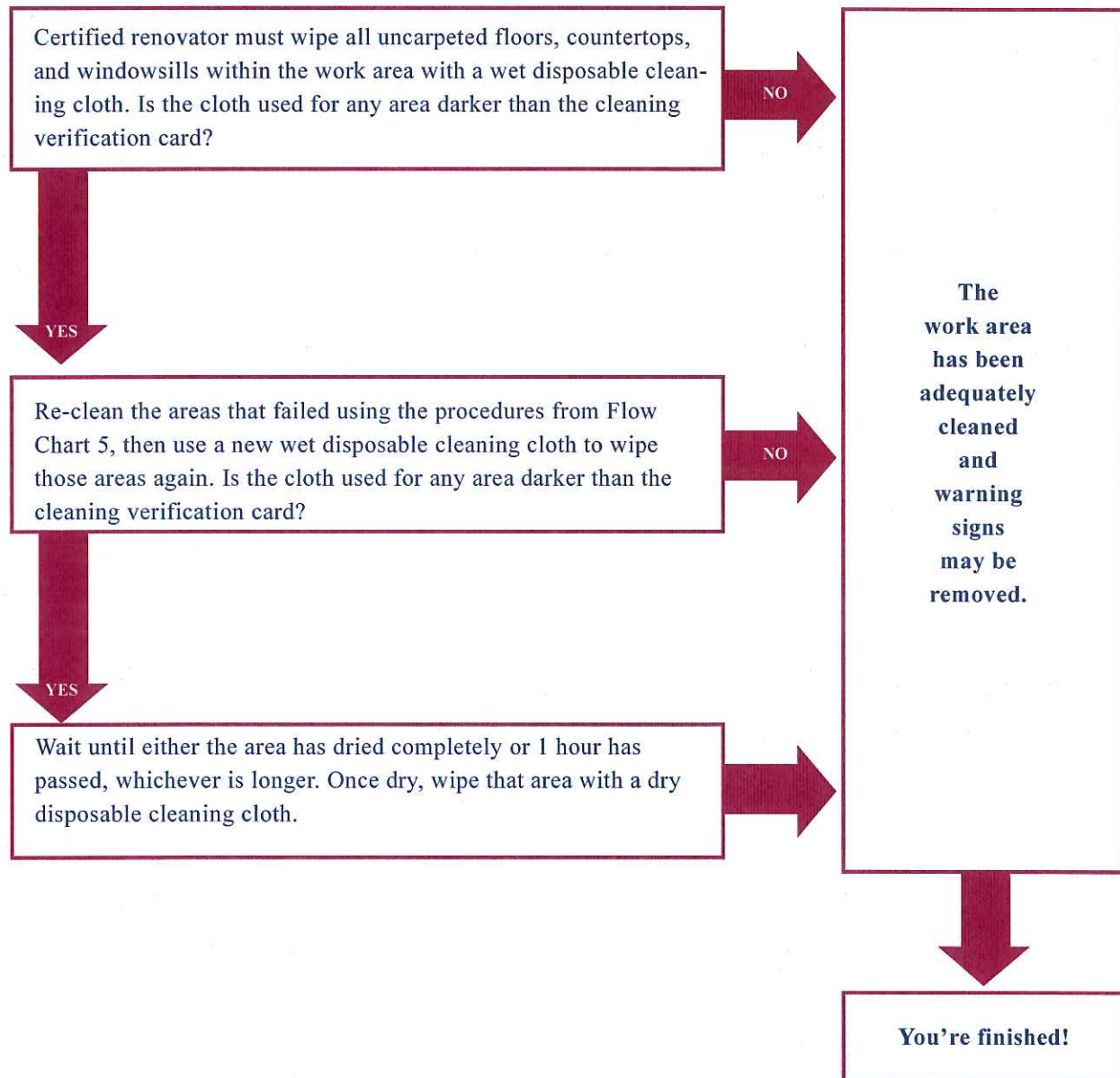


## Interior Cleaning Verification: Visual Inspection and Optional Clearance Testing



## Interior Cleaning Verification: Floors, Countertops, and Window Sills

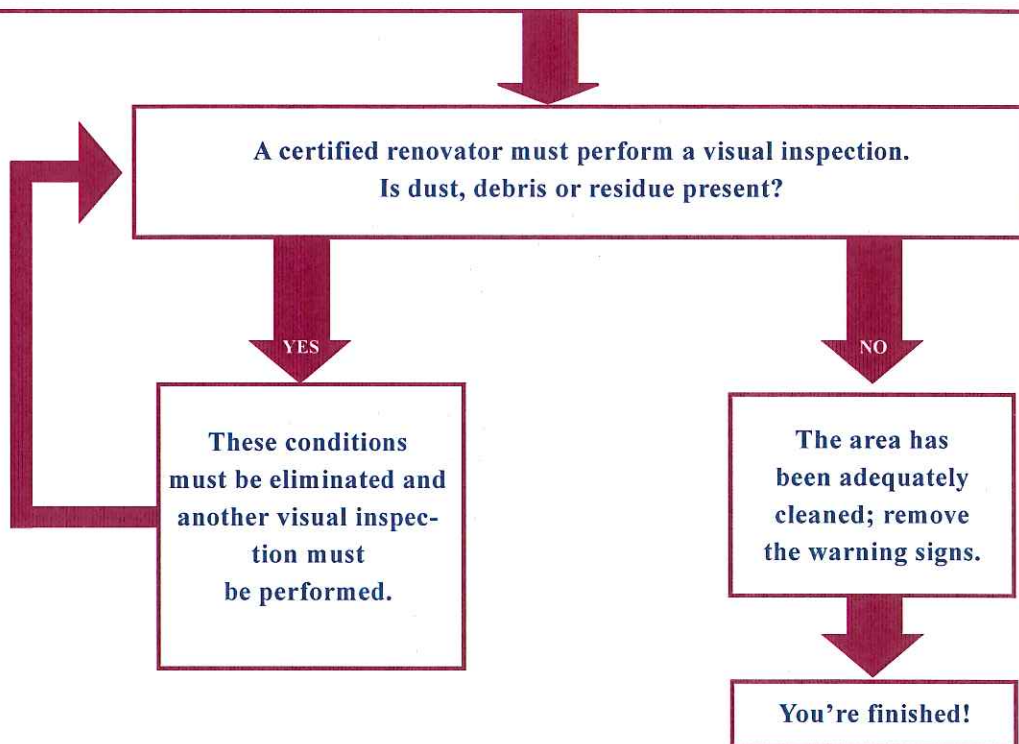
Note: For areas greater than 40 square feet, separate the area into sections and use a new disposable cleaning cloth for each section.



## Work Practice Requirements Specific to Exterior Renovations

The firm must:

- (A) Close all doors and windows within 20 feet of the renovation.
- (B) Ensure that doors within the work area that will be used while the job is being performed are covered with plastic sheeting in a manner that allows workers to pass through while confining dust and debris.
- (C) Cover the ground with plastic sheeting or other disposable impermeable material extending a minimum of 10 feet beyond the perimeter or a sufficient distance to collect falling paint debris, whichever is greater. If a property line prevents 10 feet of such ground covering, then erect vertical containment or equivalent extra precautions to prevent contamination of adjacent buildings and property.
- (D) In situations such as where work areas are in close proximity to other buildings, windy conditions, etc., the renovation firm must take extra precautions in containing the work area, like vertical containment.
- (E) After the renovation has been completed, the firm must clean the work area until no dust, debris or residue remains. The firm must:
  - 1. Collect all paint chips and debris, and seal it in a heavy-duty bag.
  - 2. Remove and dispose of protective sheeting as waste.
  - 3. Waste transported from renovation activities must be contained to prevent release of dust and debris.





## How Is My Compliance Determined, and What Happens if the Agency Discovers a Violation?

To maximize compliance, EPA implements a balanced program of compliance assistance, compliance incentives, and traditional law enforcement. EPA knows that small businesses that must comply with complicated new statutes or rules often want to do the right thing, but may lack the requisite knowledge, resources, or skills. Compliance assistance information and technical advice helps small businesses to understand and meet their environmental obligations. Compliance incentives, such as EPA's Small Business Policy, apply to businesses with 100 or fewer employees and encourage persons to voluntarily discover, disclose, and correct violations before they are identified by the government (more information about EPA's Small Business Policy is available at [www.epa.gov/compliance/incentives/smallbusiness/index.html](http://www.epa.gov/compliance/incentives/smallbusiness/index.html)). EPA's enforcement program is aimed at protecting the public by targeting persons or entities who neither comply nor cooperate to address their legal obligations.

EPA uses a variety of methods to determine whether businesses are complying, including inspecting work sites, reviewing records and reports, and responding to citizen tips and complaints. Under TSCA, EPA (or a state, if this program has been delegated to it) may file an enforcement action against violators seeking penalties of up to \$37,500 per violation, per day. The proposed penalty in a given case will depend on many factors, including the number, length, and severity of the violations, the economic benefit obtained by the violator, and its ability to pay. EPA has policies in place to ensure penalties are calculated fairly. These policies are available to the public. In addition, any company charged with a violation has the right to contest EPA's allegations and proposed penalty before an impartial judge or jury.

EPA encourages small businesses to work with the Agency to discover, disclose, and correct violations. The Agency has developed self-disclosure, small business, and small community policies to modify penalties for small and large entities that cooperate with EPA to address compliance problems. In addition, EPA has established compliance assistance centers to serve over one million small businesses (see Construction Industry Compliance Assistance Center for information regarding this rule at [www.cicacenter.org](http://www.cicacenter.org)). For more information on compliance assistance and other EPA programs for small businesses, please contact EPA's Small Business Ombudsman at 202-566-2075.

## Frequent Questions

### What is the legal status of this guide?

This guide was prepared pursuant to section 212 of SBREFA. EPA has tried to help explain in this guide what you must do to comply with the Toxic Substances Control Act (TSCA) and EPA's lead regulations. However, this guide has no legal effect and does not create any legal rights. Compliance with the procedures described in this guide does not establish compliance with the rule or establish a presumption or inference of compliance. The legal requirements that apply to renovation work are governed by EPA's 2008 Lead Rule, which controls if there is any inconsistency between the rule and the information in this guide.

### Is painting considered renovation if no surface preparation activity occurs?

No. If the surface to be painted is not disturbed by sanding, scraping, or other activities that may cause dust, the work is not considered renovation and EPA's lead program requirements do not apply. However, painting projects that involve surface preparation that disturbs paint, such as sanding and scraping, would be covered.

### What if I renovate my own home?

EPA's lead program rules apply only to renovations performed for compensation; therefore, if you work on your own home, the rules do not apply. EPA encourages homeowners to use lead-safe work practices, nonetheless, in order to protect themselves, their families, and the value of their homes.

### Is a renovation performed by a landlord or employees of a property management firm considered a compensated renovation under EPA's lead program rules?

Yes. The receipt of rent payments or salaries derived from rent payments is considered compensation under EPA's lead program. Therefore, renovation activities performed by landlords or employees of landlords are covered.

### Do I have to give out the lead pamphlet seven days prior to beginning renovation activities?

The 7-day advance delivery requirement applies only when you deliver the lead pamphlet by mail; otherwise, you may deliver the pamphlet anytime before the renovation begins so long as the renovation begins within 60 days of the date that the pamphlet is delivered. For example, if your renovation is to begin May 30, you may deliver the pamphlet in person anytime between April 1 and start of the project on May 30, or you may deliver the pamphlet by mail anytime between April 1 and May 23.

## Tips for Easy Compliance

1. For your convenience the sample form on page 23 of this handbook is included in the *Renovate Right* lead pamphlet (see page 29 for information on how to get copies). Attach the form to the back of your customer renovation or repair contracts. The completed form can be filed along with your regular paperwork.
2. Plan ahead to obtain enough copies of the lead pamphlet (see page 29 for information on how to get copies of the pamphlet).



## Where Can I Get More Information?

Further information is available from the National Lead Information Center (800-424-LEAD) and on the Internet at [www.epa.gov/lead](http://www.epa.gov/lead). Available resources include:

- Full text version of the Lead-Based Paint Renovation, Repair, and Painting Program regulation.
- Frequent Questions which provide more detailed information on the rule's requirements.
- A downloadable version of the lead pamphlet.

## Why Is Lead Paint Dangerous?

Lead gets into the body when it is swallowed or inhaled. People, especially children, can swallow lead dust as they eat, play, and do other normal hand-to-mouth activities. People may also breathe in lead dust or fumes if they disturb lead-based paint. People who sand, scrape, burn, brush, blast or otherwise disturb lead-based paint risk unsafe exposure to lead.



Lead is especially dangerous to children under 6 years of age.

Lead can affect children's brains and developing nervous systems, causing:

- Reduced IQ and learning disabilities.
- Behavioral problems.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is also harmful to adults. In adults, low levels of lead can pose many dangers, including:

- High blood pressure and hypertension.
- Pregnant women exposed to lead can transfer lead to their fetus.

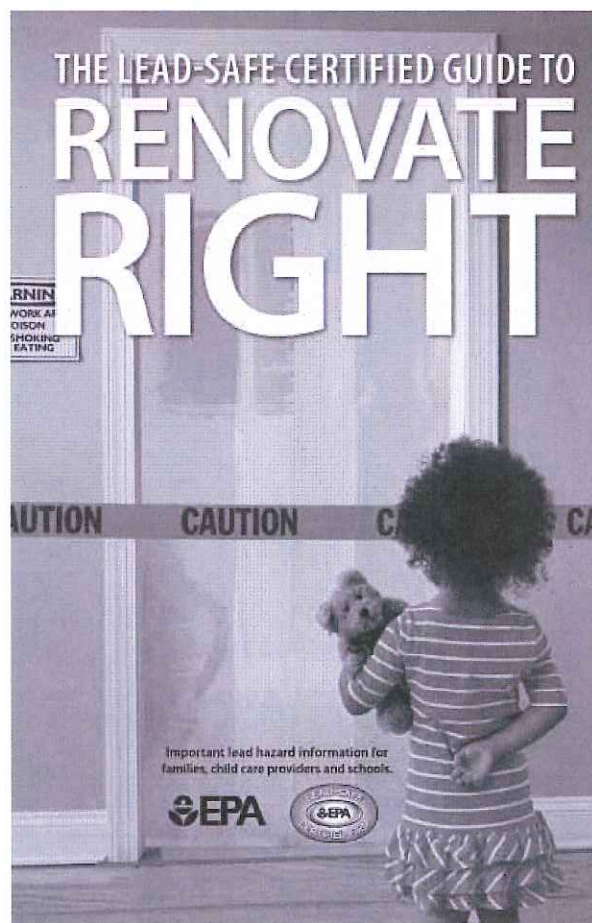


## Other Resources

For additional information on how to protect yourself and your customers from lead paint hazards, visit [www.epa.gov/lead](http://www.epa.gov/lead) or call the National Lead Information Center at 1-800-424-LEAD (5323).

Available documents include:

- *The Lead-Safe Certified Guide to Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools*
- *Joint EPA-HUD Curriculum: Lead Safety for Remodeling, Repair, and Painting*
- *Steps to Lead Safe Renovation, Repair and Painting*
- *Fight Lead Poisoning with a Healthy Diet*
- *Protect Your Family From Lead in Your Home*
- *Lead in Your Home: A Parent's Reference Guide*





## Key Terms

**Certificate of Mailing** — A written verification from the Postal Service that you mailed the lead pamphlet to an owner or a tenant. This is less expensive than certified mail, which is also acceptable for meeting the Lead-Based Paint Renovation, Repair, and Painting Program requirements. (**Note:** If using this delivery option, you must mail the pamphlet at least seven days prior to the start of renovation.)

**Certified Inspector or Risk Assessor** — An individual who has been trained and is certified by EPA or an authorized state or Indian Tribe to conduct lead-based paint inspections or risk assessments.

**Child-occupied Facility** — May include, but is not limited to, day care centers, pre-schools and kindergarten classrooms. Child-occupied facilities may be located in target housing or in public or commercial buildings. The regulation defines a “child-occupied facility” as a building, or portion of a building, constructed prior to 1978, visited regularly by the same child, under 6 years of age, on at least two different days within any week (Sunday through Saturday period), provided that each day’s visit lasts at least three hours and the combined weekly visits last at least six hours, and the combined annual visits last at least 60 hours. Child-occupied facilities may be located in target housing, or in public or commercial buildings. With respect to common areas in public or commercial buildings that contain child-occupied facilities, the child-occupied facility encompasses only those common areas that are routinely used by children under age 6, such as restrooms and cafeterias. Common areas that children under age 6 only pass through, such as hallways, stairways, and garages are not included. In addition, with respect to exteriors of public or commercial buildings that contain child-occupied facilities, the child-occupied facility encompasses only the exterior sides of the building that are immediately adjacent to the child-occupied facility or the common areas routinely used by children under age 6.

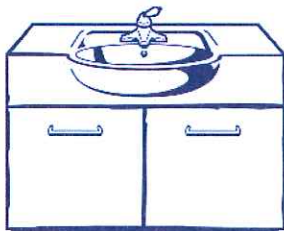
**Cleaning Verification Card** — a card developed and distributed by EPA for the purpose of determining, through comparison of wet and dry disposable cleaning cloths with the card, whether post-renovation cleaning has been properly completed.

**Common Area** — A portion of a building that is generally accessible to all residents or users. Common areas include (but are not limited to) hallways, stairways, laundry rooms, recreational rooms, playgrounds, community centers, and fenced areas. The term applies to both interiors and exteriors of the building.

**Component** — A specific design or structural element or fixture distinguished by its form, function, and location. A component can be located inside or outside the dwelling. Examples...

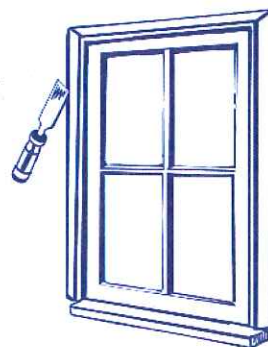
### Interior

Ceilings  
Crown molding  
Walls  
Doors and trim  
Floors  
Fireplaces  
Radiators  
Shelves  
Stair treads  
Windows and trim  
Built-in cabinets  
Beams  
Bathroom vanities  
Counter tops  
Air conditioners



### Exterior

Painted roofing  
Chimneys  
Flashing  
Gutters and downspouts  
Ceilings  
Soffits  
Doors and trim  
Fences  
Floors  
Joists  
Handrails  
Window sills and sashes  
Air conditioners





**Confirmation of Receipt of Lead Hazard Information Pamphlet** — A form that is signed by the owner or tenant of the housing confirming that they received a copy of the lead pamphlet before the renovation began. (See sample on page 23.)

**Emergency Renovation** — Unplanned renovation activities done in response to a sudden, unexpected event which, if not immediately attended to, presents a safety or public health hazard or threatens property with significant damage.

### **Examples**

- *Renovation to repair damage from a tree that fell on a house.*
- *Renovation to repair a burst water pipe in an apartment complex.*
- *Interim controls performed in response to an elevated blood lead level in a resident child.*

**Firm** — A company, partnership, corporation, sole proprietorship or individual doing business, association, or other business entity; a Federal, State, Tribal, or local government agency; or a nonprofit organization.

**General Contractor** — One who contracts for the construction of an entire building or project, rather than for a portion of the work. The general contractor hires subcontractors (e.g. plumbing, electrical, etc.), coordinates all work, and is responsible for payment to subcontractors.

**Housing for the Elderly** — Retirement communities or similar types of housing specifically reserved for households of one or more persons 62 years of age or older at the time the unit is first occupied.

**Interim Controls** — Interim controls means a set of measures designed to temporarily reduce human exposure or likely exposure to lead-based paint hazards, including specialized cleaning, repairs, maintenance, painting, temporary containment, ongoing monitoring of lead-based paint hazards or potential hazards, and the establishment and operation of management and resident education programs.

**Lead Abatement** — Work designed to permanently eliminate lead-based paint hazards. If you are hired to do lead-abatement work only, the Lead-Based Paint Renovation, Repair, and Painting Program does not apply. Abatement does not include renovation, remodeling, or other activities done to repair, restore, or redesign a given building — even if such renovation activities incidentally eliminate lead-based paint hazards. (**Note:** Some states define this term differently than described above. Consult your state officials if you are not sure how “lead abatement” is defined in your state.)

**Lead Pamphlet** — The lead hazard information pamphlet for the purpose of pre-renovation education is *The LeadSafe Certified Guide to Renovate Right: Important Lead Hazard Information for Families, Child Care Facilities and Schools*, or an EPA-approved alternative pamphlet. (See page 29 for information on obtaining copies.)

**Minor Repair and Maintenance** — Activities that disrupt 6 square feet or less of painted surface per room for interior activities or 20 square feet or less of painted surface for exterior activities where none of the prohibited work practices is used and where the work does not involve window replacement or demolition of painted surface areas. When removing painted components, or portions of painted components, the entire surface area removed is the amount of painted surface disturbed. Jobs, other than emergency renovations, performed in the same room within the same 30 days must be considered the same job for the purpose of determining whether the job is a minor repair and maintenance activity.

**Owner** — Any person or entity that has legal title to housing, including individuals, partnerships, corporations, government agencies, Indian Tribes, and nonprofit organizations.

**Painted Surface** — A component surface covered in whole or in part with paint or other surface coatings.

**Prohibited Practices** — Work practices listed below are prohibited during a renovation:

- Open-flame burning or torching of painted surfaces;
- Use of machines that remove paint or other surface coatings through high speed operation such as sanding, grinding, power planing, needle gun, abrasive blasting, or sandblasting, unless such machines have shrouds or containment systems and are equipped with a HEPA vacuum attachment to collect dust and debris at the point of generation. Machines must be operated so that no visible dust or release of air occurs outside the shroud or containment system.
- Operating a heat gun on painted surfaces at temperatures above 1100 degrees Fahrenheit.

**Record of Notification** — A written statement documenting the steps taken to notify occupants of renovation activities in common areas of multi-family housing. (See page 25 for sample.)

**Renovation** — Modification of all or part of any existing structure that disturbs a painted surface, except for some specifically exempted activities (e.g., minor repair and maintenance). Includes:

- Removal/modification of painted surfaces, components, or structures
- Surface preparation activities (sanding/scraping/other activities that may create paint dust)
- Window replacement

#### **Examples**

1. Demolition of painted walls or ceilings
2. Replastering
3. Plumbing repairs or improvements
4. Any other activities which disturb painted surfaces

**Renovation Notice** — Notice to tenants of renovations in common areas of multi-family housing. (See sample form on page 25.) Notice must describe nature, location, and expected timing of renovation activity; and must explain how the lead pamphlet may be obtained free of charge.



**Renovator** — A person who either performs or directs workers who perform renovation. A certified renovator is a renovator who has successfully completed a renovator course accredited by EPA or an EPA authorized State or Tribal program. (Note: Because the term “renovation” is defined broadly by the Lead-Based Paint Renovation, Repair, and Painting Program, many contractors who are not generally considered “renovators”, as that term is commonly used, are considered to be “renovators” under the program and must follow the rule’s requirements.)



**Self-Certification of Delivery** — An alternative method of documenting delivery of the lead hazard information pamphlet to a tenant. This method may be used whenever the tenant is unavailable or unwilling to sign a confirmation of receipt of lead pamphlet. (See sample form on page 23.) (Note: This method is not a permissible substitute for delivery of the lead pamphlet to an owner.)

**Supplemental Renovation Notice** — additional notification that is required when the scope, location, or timing of project changes.

**Vertical Containment** — A vertical barrier consisting of plastic sheeting or other impermeable material over scaffolding or a rigid frame, or an equivalent system of containing the work area. Vertical containment is required for some exterior renovations but it may be used on any renovation.

**Zero-Bedroom Dwelling** — Any residential dwelling where the living area is not separated from the sleeping area. This term includes efficiency and studio apartments, dormitory housing, and military barracks.



## Sample Pre-Renovation Form

This sample form may be used by firms to document compliance with the requirements of the Federal Lead-Based Paint Renovation, Repair, and Painting Program.

### Occupant Confirmation

#### Pamphlet Receipt

\_\_\_\_ I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

---

Printed Name of Owner-occupant

---

Signature of Owner-occupant

Signature Date

#### Renovator's Self Certification Option (for tenant-occupied dwellings only)

*Instructions to Renovator:* If the lead hazard information pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

\_\_\_\_ **Declined** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.

\_\_\_\_ **Unavailable for signature** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (fill in how pamphlet was left).

---

Printed Name of Person Certifying Delivery

Attempted Delivery Date

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Signature of Person Certifying Lead Pamphlet Delivery

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Unit Address

**Note Regarding Mailing Option** — As an alternative to delivery in person, you may mail the lead hazard information pamphlet to the owner and/or tenant. Pamphlet must be mailed at least 7 days before renovation. Mailing must be documented by a certificate of mailing from the post office.





## Sample Forms (continued)

**Renovation Notice** — For use in notifying tenants of renovations in common areas of multi-family housing.

The following renovation activities will take place in the following locations:

\_\_\_\_\_  
Activity (e.g., sanding, window replacement)

\_\_\_\_\_  
Location (e.g., lobby, recreation center)

The expected starting date is \_\_\_\_\_ and the expected ending date is \_\_\_\_\_.  
Because this is an older building built before 1978, some of the paint disturbed during the renovation may contain lead. You may obtain a copy of the pamphlet, *Renovate Right*, by telephoning me at \_\_\_\_\_. Please leave a message and be sure to include your name, phone number and address. I will either mail you a pamphlet or slide one under your door.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of renovator

\_\_\_\_\_  
Signature of renovator

### Record of Tenant Notification Procedures

Project Address \_\_\_\_\_

Street (apt. #) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

\_\_\_\_\_  
Owner of multi-family housing

\_\_\_\_\_  
Number of dwelling units

\_\_\_\_\_  
Method of delivering notice forms (e.g. delivery to units, delivery to mailboxes of units)

\_\_\_\_\_  
Name of person delivering notices

\_\_\_\_\_  
Signature of person delivering notices

\_\_\_\_\_  
Date of Delivery



# Sample Renovation Recordkeeping Checklist

Name of Firm: \_\_\_\_\_

Date and Location of Renovation: \_\_\_\_\_

Brief Description of Renovation: \_\_\_\_\_

Name of Assigned Renovator: \_\_\_\_\_

Name(s) of Trained Worker(s), if used: \_\_\_\_\_

Name of Dust Sampling Technician,  
Inspector, or Risk Assessor, if used: \_\_\_\_\_

\_\_\_ Copies of renovator and dust sampling technician qualifications (training certificates, certifications) on file.

\_\_\_ Certified renovator provided training to workers on (check all that apply):

\_\_\_ Posting warning signs      \_\_\_ Setting up plastic containment barriers

\_\_\_ Maintaining containment      \_\_\_ Avoiding spread of dust to adjacent areas

\_\_\_ Waste handling      \_\_\_ Post-renovation cleaning

\_\_\_ Test kit or test results from an EPA-recognized laboratory on collected paint chip sample, used by certified renovator to determine whether lead was present on components affected by renovation (identify method used, type of test kit used (if applicable), laboratory used to conduct paint chip analysis, describe sampling locations and results): \_\_\_\_\_

\_\_\_ Warning signs posted at entrance to work area.

\_\_\_ Work area contained to prevent spread of dust and debris

\_\_\_ All objects in the work area removed or covered (interiors)

\_\_\_ HVAC ducts in the work area closed and covered (interiors)

\_\_\_ Windows in the work area closed (interiors)

\_\_\_ Windows in and within 20 feet of the work area closed (exteriors)

\_\_\_ Doors in the work area closed and sealed (interiors)

\_\_\_ Doors in and within 20 feet of the work area closed and sealed (exteriors)

\_\_\_ Doors that must be used in the work area covered to allow passage but prevent spread of dust

\_\_\_ Floors in the work area covered with taped-down plastic (interiors)

\_\_\_ Ground covered by plastic extending 10 feet from work area—plastic anchored to building and weighed down by heavy objects (exteriors)

\_\_\_ Vertical containment installed if property line prevents 10 feet of ground covering, or if necessary to prevent migration of dust and debris to adjacent property (exteriors)

\_\_\_ Waste contained on-site and while being transported off-site.

\_\_\_ Work site properly cleaned after renovation

\_\_\_ All chips and debris picked up, protective sheeting misted, folded dirty side inward, and taped for removal

\_\_\_ Work area surfaces and objects cleaned using HEPA vacuum and/or wet cloths or mops (interiors)

\_\_\_ Certified renovator performed post-renovation cleaning verification (describe results, including the number of wet and dry cloths used): \_\_\_\_\_

\_\_\_ If dust clearance testing was performed instead, attach a copy of report

\_\_\_ I certify under penalty of law that the above information is true and complete.

\_\_\_\_\_  
Name and title

\_\_\_\_\_  
Date



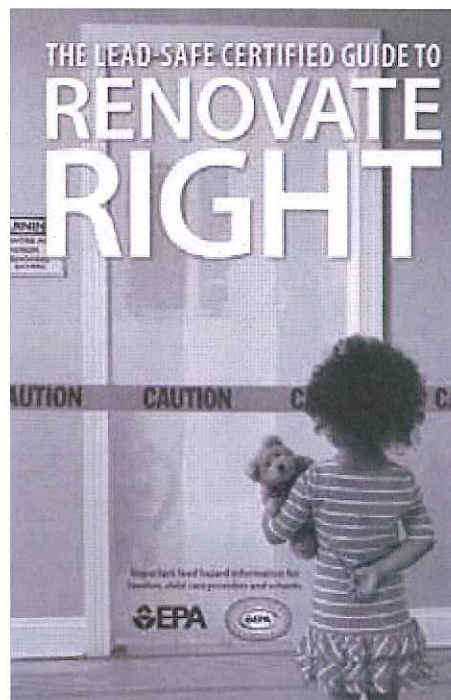


## Where Can I Get Copies of the Lead Pamphlet?

For single copies, in Spanish or English, of *The Lead-Safe Certified Guide to Renovate Right: Important Lead Hazard Information for Families, Child Care Facilities and Schools* (EPA-740-K-10-001), call the National Lead Information Center (NLIC) at 1-800-424-LEAD. For any orders, be sure to use the appropriate stock reference number listed above.

### There are four ways to get multiple copies:

1. Obtain downloadable copies (PDF) from the EPA website at [www.epa.gov/lead/pubs/brochure.htm](http://www.epa.gov/lead/pubs/brochure.htm).
2. Call the Government Printing Office (GPO) Order Desk at (202) 512-1800.
3. Order from the GPO Bookstore at <http://bookstore.gpo.gov/environment>.
4. Request copies in writing from:  
U.S. GPO  
P.O. Box 979050  
St. Louis, MO 63197-9000



The pamphlet may be photocopied for distribution as long as the text and graphics are readable.

*Paperwork Reduction Act Notice:* The incremental public burden for the collection of information contained in the Lead Renovation, Painting and Repair Program, which are approved under OMB Control No. 2070-0155 and identified under EPA ICR No. 1715, is estimated to average approximately 54 hours per year for training providers. For firms engaged in regulated renovation, repair, and painting activities, the average incremental burden is estimated to be about 6.5 hours per year. Comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, may be sent to: Director, Collection Strategies Division, Office of Environmental Information, U.S. Environmental Protection Agency (Mail Code 2822T), 1200 Pennsylvania Avenue, N.W., Washington, D.C. 20460. Include the OMB number identified above in any correspondence. Do not send any completed form(s) to this address. The actual information or form(s) should be submitted in accordance with the instructions accompanying the form(s), or as specified in the corresponding regulations.

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The statements in this document are intended solely as guidance to aid you in complying with the Lead-Based Paint Renovation, Repair, and Painting Program requirements in 40 CFR 745, Subpart E. EPA may decide to revise this guide without public notice to reflect changes in EPA's approach to implementing the Lead-Based Paint Renovation, Repair, and Painting Program or to clarify and update text. To determine whether EPA has revised this guide and/or to obtain copies, contact EPA's Small Business Ombudsman at 202-566-2075, or contact the National Lead Information Center at 1-800-424-LEAD(5323), or on the web at [www.epa.gov/lead/pubs/nlic.htm](http://www.epa.gov/lead/pubs/nlic.htm).



1-800-424-LEAD (5323)

[www.epa.gov/lead](http://www.epa.gov/lead)

