

NOACA Walk-thru questions:

Q: If the general contractor is DBE, can the general contractor get DBE credit for the project?

A: Yes of course

Q: Is a bond required for this project?

A: A bond will not be required for this project.

Q: What are the insurance requirements?

A: We are asking for an ADD ALTERNATE for builder's risk insurance and requiring the contractor carry general liability insurance in the amount of 2 million. Contractor must have minimum insurance coverage, as identified herein below.

The Contractor shall purchase and maintain from the date of receipt of order until the date of final payment the following minimum insurance coverages. Such insurance shall protect the Contractor from claims which may arise out of Contractor's performance of the Contract and for which the Contractor may be legally liable, whether such performance be by the Contractor or a Subcontractor or by anyone employed directly or indirectly by any of them, or by anyone for whose acts any of them may be liable.

Commercial General Liability Insurance in the amount of \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage with a \$2,000,000 annual aggregate. Said policy shall also include:

- Premises / Operations coverage
- Personal Injury coverage
- Liability for independent Contractors
- Products / Completed Operations liability insurance: This insurance must be maintained for a period of not less than 2 years from the date of final payment.
- Contractual liability coverage insuring the "hold harmless" provision set forth in this Contract. Said policy shall be written on an "occurrence" basis.

Owner will accept any combination of primary CGL and Excess or Umbrella policies to meet the minimum coverage requirements above.

b. Automobile Liability Insurance in the amount of \$2,000,000 combined single limit each accident for bodily injury and /or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with the work.

c. Statutory Workers' Compensation coverage in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this Contract and under the control of the Contractor. Employers' Liability coverage in the amount of \$1,000,000 per accident / \$1,000,000 per employee for disease will also be included, either under the Workers' Compensation policy or under the Commercial General Liability policy (Stop Gap) referenced under a. above. In Ohio: a copy of a certificate of premium payment from the Industrial commission and Bureau of WC, or a copy of the Certificate of Employer's Right to Pay Compensation Directly.

d. Property Insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. The maximum acceptable deductible on this policy shall be \$50,000. Such property insurance shall be maintained until final acceptance by owner, unless otherwise specified in the contract documents. This insurance shall include the interests of the Owner, the Contractor, and Subcontractors. The Owner shall be named as a loss payee as their interests may appear. Note: If there is no structure being constructed and installation is the only activity, an installation floater covering all materials to be installed or transported will be an acceptable alternative.

e. General Requirements: The Contractor shall not commence work herein until it has obtained the required insurance in a form satisfactory to the NOACA. It shall furnish evidence of such insurance in the form of a certificate (Acord or similar form). The Contractor shall provide at least fifteen (15) days prior written notice if the insurance should be changed or cancelled. Such notice shall be mailed by certified mail, return receipt requested, to the NOACA care of the Director of Procurement.

f. Approval by the NOACA: Approval of the insurance by the NOACA shall not relieve or decrease the liability of the Contractor hereunder. It is to be understood that the NOACA does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect the Contractor's interests or liabilities.

g. In the event Contractor neglects, refuses or fails to provide the insurance required under the Contract documents, or if such insurance is canceled for any reason, the owner shall have the right but not the duty to procure the same, and cost thereof shall be borne by Contractor.

Q: Will contractors be given free parking?

A: The contractors will **NOT** be given free parking.

Q: Where can the dumpster be placed?

A: There is a place for ONE dumpster located on the northeast side of the building inside the parking lot.

Q: Is there prevailing wage for this project?

A: Yes

Anti-Kickback. Contractor must comply with provisions of the Copeland "Anti-Kickback" Act. Contractors shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled.

Prevailing Wage. For contracts over two thousand & 00/100 dollars (\$2,000.00), Davis-Bacon Act prevailing wage protections apply to laborers and mechanics. Award of any contract with NOACA is conditioned upon acceptance and approval that Contract has met the DOL prevailing wage determination. For contracts over one hundred thousand dollars (\$100,000.00), wage and hour requirements regarding forty hour work weeks and overtime apply.

Q: Confirm working Hours.

A: Normal workday hours are expected (7AM-6PM) and evening or weekend hours can be scheduled with the exception of plumbing demolition and replacement as follows; There are no plumbing isolation valves to each floor, only shut-offs to the building and at each commode/urinal. Understanding that the work will need to be phased in order to keep at least one floor of toilets operational at all times, the water will need to be shut off and supply to demolished fixtures will need to be capped, and then shut off again for the installation of new fixtures. This shut off work will need to occur outside of NOACA's working hours and we are asking that the contractor submit a schedule for shut-off times for coordination and approval by owner. Please include ADD ALTERNATE pricing to install two ¾" shut-off valves between the first floor and the upper two floors of toilets from an accessible location above the corridor ceiling.

Q: What lay-out space is available?

A: There will be some lay-out space available in the existing basement and also on the third floor. The third floor area is an existing refinished floor that will need to be protected if utilized. Additional space may become available.

Q: Who will submit for permit(s) if required?

A: The contractor will not be responsible for submitting drawings for permit.

Q: Will the elevator be available for use?

A: Yes, The existing elevator will be available for use as well as the Northern stairwell.

FOR CLARIFICATION:

There is additional flooring required outside the women's restroom on the third floor – refer to revised drawings.

There is a hole in the 2nd floor women's toilet room that will need to be repaired – refer to revised drawings.

The signs outside the men's restrooms on floors one and two will need to be relocated – refer to revised drawings.