

PROJECT NO. 5976

DATE: August 17, 2020

PROJECT MANUAL AND SPECIFICATIONS FOR:

WINDOW REPLACEMENT AT :
222-226 N. KENTUCKY ST. (SITE IL 46-20)
CAMP POINT, ILLINOIS

ADAMS COUNTY HOUSING AUTHORITY
JEAN COWEN, EXECUTIVE DIRECTOR
102 NORTH ADAMS STREET - P.O. BOX 207, CLAYTON, ILLINOIS 62324

CURRENT DATE: 8 / 17 / 2020



LICENSE EXPIRES: 11/30/2020

ARCHITECHNICS

architects • engineers

510 Maine Street, Quincy, IL, 62301 • 217-222-0554

info@architechnicsinc.com

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WINDOW REPLACEMENT AT:
222-226 N. KENTUCKY ST. (SITE IL 46-20)
CAMP POINT, ILLINOIS

ADAMS COUNTY HOUSING AUTHORITY
102 NORTH ADAMS STREET – P.O. BOX 207
CLAYTON, ILLINOIS 62324
ARCHITECHNICS PROJECT NO: 5976

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07900 JOINT SEALERS

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09900 PAINTS AND COATINGS

SPECIFIER(S):

P.T. Westerhoff, AIA

I.M. Miller, P.E.

Phone: 217-222-0554

Fax: 217-223-3361

END

ADVERTISEMENT FOR BID

The Adams County Housing Authority, Clayton, Illinois will receive sealed bids as defined in the Construction Documents for Window Replacement at :
222-226 N. Kentucky St. (Site IL 46-20), Camp Point, Illinois. Architechnics, Inc.
Project No. 5976.

Base Bid "A" – Window Replacement for 222-226 N. Kentucky St. Site:
Replace all existing windows in all housing units
at 222-226 N. Kentucky St. project site location, as specified.

Bids will be received until 2:00 PM prevailing time on Thursday, September 3, 2020 at the Office of Architechnics, Inc., 510 Maine Street, Floor 10, Quincy, Illinois 62301, at which time and place all bids will be publicly opened and read aloud.

DIGITAL AND PAPER Plans and Specifications for bidding purposes are available online at www.architechnicsinc.com (click on the Contractors tab) as well as at the offices of the architect, ARCHITECHNICS, INC. 510 Maine St., Quincy, IL 62301, 217-222-0554. A deposit of \$50.00 (paper) will be required for use of the Plans and Specifications for bidding purposes. Any bidder submitting a bid must obtain a paper copy of Plans and Specifications, and be listed on the Plan Holders List to have their bid accepted. **Deposits will be refunded in full, only to those contractors who submit a bona fide bid and to any plan holder who returns the bidding documents to the Architect's office within ten (10) days following the bid opening date.**

A certified check or bank draft, payable to the Adams County Housing Authority, Clayton, Illinois, U.S. Government bonds, or a satisfactory bid bond executed by the bidder and acceptable sureties in an amount equal to (5%) five percent of the bid shall be submitted with each bid.

The successful bidder will be required to furnish and pay for satisfactory Performance, Labor, Material and Payment Bond or Bonds.

Attention is called to the provisions for equal employment opportunity. Section 3 low income residents and businesses are strongly encouraged to apply.

Attention is called to the provisions for equal employment opportunity, and payment of not less than the minimum salaries and wages as set forth in the Specifications, and determined by the U.S. Department of Labor, must be paid on this Project.

Appointments to view the Project Site shall be scheduled with the office of Mrs. Jean Cowen, Executive Director by calling (217) 894-7022.

A Pre-Bid Meeting will be held at the Adams County Housing Authority property located at 222-226 N. Kentucky St., Camp Point, Illinois, at 10:00 A.M. on Monday, August 24, 2020. All Contractors and Suppliers are encouraged to attend. The Owner and A/E representatives will be on hand to address questions and provide a "tour" of the existing building sites.

The Adams County Housing Authority reserves the right to reject any or all bids or to waive any informalities or technicalities in the bidding.

No bid shall be withdrawn for a period of ninety (90) consecutive calendar days subsequent to the opening of bids without the consent of the Adams County Housing Authority.

BY ORDER OF:
ADAMS COUNTY HOUSING AUTHORITY

BY: Jean Cowen
Title: Executive Director

BIDS FOR COMPLETE CONSTRUCTION OF
WINDOW REPLACEMENT AT:
222-226 N. Kentucky St. (Site IL 46-20)
CAMP POINT, ILLINOIS
ADAMS COUNTY HOUSING AUTHORITY

FORM OF BID

To: The Adams County Housing Authority, Clayton, Illinois

Gentlemen:

The undersigned, having familiarized (himself) (themselves) with the local conditions affecting the cost of the work, and with the Specifications (including Advertisement for Bids, Instructions to Bidders, this bid, the form of Bid Bond, the form of Non-Collusive Affidavit, the form of Contract, and the form of Performance and Payment Bond or Bonds, the General Conditions, the Special Conditions, the Supplementary Conditions, the General Requirements, the Technical Specifications and the Drawings and Addenda, if any thereto, as prepared by Architechnics, Inc. on file in the offices of the Adams County Housing Authority and the Architect, hereby proposes to furnish all labor, materials, equipment and services required to complete Window Replacement at: 222-226 N. Kentucky St. (Site IL 46-20); Camp Point, Illinois, Architechnics, Inc. Project No. 5976, all in accordance herewith:

1. BASE BID "A" – WINDOW REPLACEMENT AT: 222-226 N. Kentucky St., CAMP POINT, ILLINOIS

Provide and install all labor and material, equipment and services required for complete window replacement work as indicated on the project drawings and as specified herein for the sum of _____

_____ Dollars

(\$ _____).

2. The bidder acknowledges receipt of the following ADDENDA:

NO. _____	DATED _____
NO. _____	DATED _____
NO. _____	DATED _____

3. The bidder acknowledges receipt of the following Allowances included in this Bid:

a. Acknowledge "Change Order/Contingency Price Allowance",
refer to Special Conditions, page SPC-8-9, Item 25 _____
Check Box

4. If awarded the Contract for work on this project, bidder agrees to perform all of the work within (90) consecutive calendar days from the date of the "Notice of Award" for Base Bid "A".

5. In submitting this bid, it is understood that the right is reserved by the Adams County Housing Authority to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within sixty days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him for signature.
6. Security in the sum of _____ Dollars
(\$ _____), in the form of _____
is herewith submitted in accordance with the Specifications.
7. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal, or the submitting of proposals for the contract for which this proposal is submitted.
8. The bidder represents that he () has, () has not participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246, or the Secretary of Labor; that he () has, () has not filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)
9. Certification of Non-segregated Facilities. By signing this bid, the bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000, that he will retain such certification in his files; and that he will forward a notice to his proposed subcontractors as provided in the instruction to bidders.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 100

Date _____, 20____

Bidder: _____
(Name of Company)

Signature: _____

Print Name: _____

Title: _____

Official Company Address:

Street: _____

City: _____

State: _____

Zip: _____

(SIGN ORIGINAL ONLY)

BID BOND

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

(Name of Principal)

as PRINCIPAL, and

_____, as Surety
(Name of Surety)

are held and firmly bound unto the Adams County Housing Authority, Clayton, Illinois hereinafter called the "ACHA", in the penal sum of _____ DOLLARS, lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within ninety (90) days after the said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the ACHA in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid, within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the ACHA the difference between the amount specified in said bid and the amount for which the ACHA may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

FORM OF BID BOND

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their seals this _____ day of _____, the name and corporate seal of each corporate party being hereto affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

(SEAL) (Individual Principal)

(Business Address)

(SEAL) (Individual Principal)

(Business Address)

Attest:

(Corporate Principal)

(Business Address)

Affix Corporate Seal By: _____

Attest:

(Corporate Surety)

(Business Address)

Affix Corporate Seal By: _____

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____

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

_____ (Corporate Seal)

FORM OF NON-COLLUSIVE AFFIDAVIT

A F F I D A V I T

(Prime Bidder)

State of _____) ss.

County of _____)

_____, being first duly
sworn, disposes and says:

That he is

(Title / a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Adams County Housing Authority, Clayton, Illinois or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of

Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation.

Print Name of Signer

Title of Signer

Notarized Statement:

Subscribed and sworn to before me: _____

Sign and Print Name

this _____ day of _____, _____

My commission expires _____ Notary Seal:

FORM OF CONTRACT

THIS AGREEMENT Made this _____ day of _____, in the year Two Thousand and _____ (20____) by and between _____, a partnership consisting of _____ or individual trading as _____, hereinafter called the "Contractor", and

Adams County Housing Authority
PO BOX 207, 102 North Adams Street,
Clayton, Illinois 62324, hereinafter called the "ACHA",

WITNESSETH, that the Contractor and the ACHA, for the consideration stated herein, mutually agree as follows:

ARTICLE 1. Statement of Work: The Contractor shall furnish all labor materials, equipment, and services and perform and complete all work required for the Window Replacement at: 222-226 N. Kentucky St. (Site IL 46-1), Camp Point, Illinois, Architechnics, Inc. Project No. 5976. Work includes related construction, in strict accordance with the Specifications and Addenda thereto numbered: _____, dated _____, and _____, dated _____, and _____, dated _____, prepared by Architechnics, Inc. which said Specifications, Addenda, and Drawings are incorporated herein by reference and made a part hereof.

ARTICLE 2. The Contract Price. The ACHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, the sum of _____ Dollars. (\$ _____)

ARTICLE 3. Nondiscrimination. "During the performance of this contract, the Contractor agrees as follows.

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

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

*(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

FORM OF CONTRACT

*(4) The contractor will comply with all provision of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

*(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

*(6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

*(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States enter into such litigation to protect interests of the United States.

ARTICLE 4. Contract Documents. The Contract shall consist of the following component parts:

- a. This Instrument.
- b. General Conditions.
- c. Special Conditions.
- d. Supplementary Conditions.
- e. General Requirements.
- f. Technical Specifications.
- g. Drawings.
- h. Form of Bid.

This instrument, together with the other documents enumerated in this Article 4, which said other documents are as fully a part of the Contract as if hereto or herein repeated, form the Contract. In the event that any provision of any other component part, the provision or the component part first enumerated in this Article 4 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

FORM OF CONTRACT

IN WITNESS WHEREOF, the parties hereto have caused This Instrument to be executed in _____ original counterparts as of the day and year first above written.

ATTEST:

(Contractor, Company Name)

Signature_____

Print
Name_____

Title_____

Business Address:

(Street)

(City, State) (Zip Code)

ATTEST:

ADAMS COUNTY HOUSING AUTHORITY

Signature_____

Print
Name_____

Title_____

Business Address:

102 North Adams Street, PO Box 207.

Clayton, Illinois 62324

(Print or type the names underneath all signatures)

FORM OF CONTRACT

Certifications

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this Contract on behalf of the Contractor, was then _____ of said corporation; that said Contract was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Seal:

(Contractor, Company Name)

Signature _____

Print
Name _____

Attest:

Title _____

Business Address:

(Street)

(P. O. Box)

(City, State) (Zip Code)

(Print or type the names underneath all signatures)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

as Principal, hereinafter called Contractor, and

as Surety, hereinafter called Surety, are held and firmly bound unto the Adams County Housing Authority, 102 North Adams Street, Clayton, Illinois 62324, as Obligee, hereinafter called ACHA, in the amount of

_____ Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, entered into a contract with the ACHA for the Window Replacement at 222-226 Kentucky Street, Site (IL 46-20), Camp Point, Illinois. Work includes related construction in accordance with Specifications and Drawings prepared by Architechnics, (Project No. 5976) 510 Maine Street – Floor 10, Quincy, Illinois 62301, which contract is by reference made a part thereof, and is referred to as the Contract.

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

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

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

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid, or bids, for completing the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsible bidder, or, if the ACHA elects, upon determination by the ACHA and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the ACHA, and make available as Work progresses (even though there should be a default or a succession of default under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the ACHA to Contractor under the Contract and any amendments thereto, less the amount properly paid by the ACHA to Contractor.

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

Signed and sealed this _____ day of _____.

(Principal) (Seal)

(Witness)

(Title)

(Surety) (Seal)

(Witness)

(Title)

The rate of premium on this bond is \$ _____ per thousand.

The total amount of premium charged is \$ _____.

CERTIFICATE AS A CORPORATE PRINCIPAL

I, _____, certify that I am the _____

Secretary of the corporation named as Principal in the within bond; that _____

who signed the said bond on behalf of the Principal was then _____

of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and on behalf of said corporation by authority of its governing body.

_____ (Corporate Seal)

FORM OF LABOR AND MATERIAL PAYMENT BOND

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

as Principal, hereinafter called Principal, and,
as surety, hereinafter called Surety, are held and firmly bound into the Adams
County Housing Authority, 102 North Adams Street, Clayton, Illinois 62324, as
Obligee, hereinafter called the ACHA, for the use and benefit of claimants as
herein below defined, in the amount of _____ Dollars,
for the payment whereof Principal and Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS ;

Principal has by written agreement dated _____,
entered into a contract with the ACHA for the Window Replacement at:
222-226 N. Kentucky St. (Site 46-20), Camp Point, Illinois. Work includes work
in accordance with Project Drawings and Specifications, prepared by
Architechnics, Inc. (Project No.5976), 510 Maine Street - Floor 10, Quincy, IL
62301, which contract is, by reference, made a part hereof, and is hereinafter
referred to as the Contract.

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

1. A claimant is defined as one having a direct contract with the Principal or with
a Subcontractor of the Principal for labor, material, or both, used or
reasonably required for use in the performance of the Contract, labor and
material being construed to include that part of water, gas, power, light, heat,
oil, gasoline, telephone service, or rental of equipment directly applicable to
the Contract.
2. The above named Principal and Surety hereby jointly and severally agree
with the ACHA that every claimant as herein defined, who has not been paid
in full before the expiration of a period of ninety (90) days after the date on
which the last of such claimant's work or labor was done or performed, or
materials were furnished by such claimant, may sue on this bond for the use
of such claimant, prosecute the suit to final judgment for such sum or sums
as may be justly due claimant, and have execution thereon. The ACHA shall
not be liable for the payment of any costs or expenses of any such suit.

FORM OF LABOR AND MATERIAL PAYMENT BOND

3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, other than one having a direct contract with the Principal shall have given written notice to any two of the following: the Principal, the ACHA, or the Surety above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail; postage prepaid, in an envelope addressed to the Principal, the ACHA or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b. After the expiration of one (1) year following the date on which Principal ceased work on said contract, it being undersigned, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed; to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

FORM OF LABOR AND MATERIAL PAYMENT BOND

Signed and sealed this _____ day of _____ 20____.

(Principal) (Seal)

(Witness)

(Title)

(Surety) (Seal)

(Title)

The rate of premium on this bond is \$ _____ per thousand.

The total amount of premium charged is \$ _____.

FORM OF LABOR AND MATERIAL PAYMENT BOND

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____

Secretary of the corporation named as Principal in the bond; that

_____, who signed the said bond on behalf of Principal,

was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for an on behalf of said corporation by authority of its governing body.

_____ (Corporate Seal)

**U.S. Department of Housing and
Urban Development
Office of Public and Indian Housing**

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled *Site Investigation and Conditions Affecting the Work of the General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

Late Submissions, Modifications, and Withdrawal of Bids

Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an Irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and "Indian tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does ☒ does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

INFORMATION FOR BIDDERS

SUPPLEMENT NO. 1

EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, creed, color, sex or national origin.

To ensure compliance with these requirements, prospective prime and subcontractors must develop a written Affirmative Action Program continuing goals and timetables for minority utilization by trade. The attached "Construction Contractor's Affirmative Action Program" format may be used for this purpose.

Bidders should submit a written Affirmative Action Program with their bids. Written plans are required from all prime and subcontractors with contracts of \$100,000.00 or more on projects of \$1,000,000.00 or more.

The successful Bidder will be requested to solicit bids for any subcontracts from available minority subcontractors, including circulation of bid invitation to minority contractor associations (Executive Order 11625).

**CONSTRUCTION CONTRACTOR'S
AFFIRMATIVE ACTION PROGRAM**

CONTRACTOR'S NAME	PROJECT NAME
ADDRESS – ZIP CODE	PROJECT NUMBER
EEO OFFICER	PROJECT LOCATION (CITY, COUNTY, STATE)
AREA CODE – PHONE NUMBER	CONSTRUCTION STARTING & COMPLETION DATE
PERCENT MINORITY POPULATION IN THE PROJECT AREA	PERCENT MINORITY UNEMPLOYMENT IN THE PROJECT AREA

I. GOALS AND TIMETABLES

- A. In Table 1 (attached), a racial breakdown by job category of our present workforce on a company-wide basis (all federal and non-federal contracts in the State of Illinois) is provided.
- B. In Table 2 (attached), we set forth our company's goals and timetables for minority utilization. Each job category or skilled trade in our company's total workforce is listed in Column 1. The percentage goals that the applicant sponsor committed to, prior to receiving HUD approval for this project, are given in Column 2. we state our percentage goals for minority employment by trade in Column 3.

In Column 4, we estimate the total number of employees in our state-wide workforce by job category or trade for the date our commitment is to be achieved. In Column 5, we estimate the total number of minority employees state-wide for the same job category or trade, and for the same date. This date is given in Column 6.

We understand that in order to be considered responsive bidders, our company's goals for minority manpower utilization must fall at least within the ranges set forth in the Applicant/Sponsor's Minority Utilization Commitment, and the Area Plan Bid Conditions (where applicable).

II. SPECIFIC AFFIRMATIVE ACTION STEPS

_____ agrees to
name of Contractor
implement the following specific affirmative action steps directed at increasing minority manpower utilization:

- A. To notify community organizations that our company has employment opportunities available and to maintain records of the organizations' responses.
- B. To maintain a file of the names and addresses of each minority worker referred to us and what action was taken with respect to each such referred worker, and if the worker was not employed, the reason therefore. If such works was not set to the union hiring hall for referral or if such works was not employed by us, our file shall document this and the reasons therefore.

- C. To notify the HUD Area Office promptly when the union or unions with whom we have a collective bargaining agreement have not referred to us a minority worker set by us, or when we have other information that the union referral process has impeded us in our efforts to meet our goal.
- D. To participate in training programs in the area, especially those funded by the Department of Labor.
- E. To disseminate our EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority news media; and by notifying and discussing it with all subcontractors and suppliers.
- F. To disseminate our EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority news media; and by notifying and discussing it with all subcontractors and suppliers.
- G. To make specific and constant personal (both written and oral) recruitment efforts directed at all minority organizations, schools with minority students, minority recruitment organizations and minority training organizations, within our company's recruitment area.
- H. To make specific efforts to encourage present minority employees to recruit their friends and relatives.
- I. To validate all man specifications, selection requirements, tests, etc.
- J. To make every effort to promote after-school, summer and vacation employment to minority youth.
- K. To develop on-the-job training opportunities and participate and assist in any association or employee-group training programs relevant to our employee needs consistent with our adopted goals and timetables.
- L. To inventory and evaluate continually minority personnel for promotion opportunities and to encourage minority employees to seek such opportunities.

- M. To make sure that seniority practices, job classifications, etc., do not have a discriminatory effect.
- N. To make certain that all facilities and company activities are non-segregated.
- O. To monitor continually all personnel activities to ensure that our EEO policy is being carried out.
- P. To solicit bids for subcontracts for available minority subcontractors, including circulation of bid invitations to minority contractor associations.

III. Given below is the name, title, address and phone number of the person appointed by the applicant/sponsor who will be responsible for submitting the Monthly Manpower Utilization Report, OMB Form 44-R 1396.

As officers and representatives of _____
Name of Contractor

We the undersigned have read and fully agree to this Affirmative Action Program, and become a party to the full implementation of this program.

Signature _____

Title _____ Date _____

Signature _____

Title _____ Date _____

Signature _____

Title _____ Date _____

TABLE 2

GOALS AND TIMETABLES FOR MINORITY* UTILIZATION

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Job Category Or Skilled Trade	Sponsor's Minority Utilization Commitment	Sponsor's Minority Utilization Commitment	Estimated Total Employees	Estimated Total Employees	Date Commitment to be Achieved

*Minority Means Negro,
Spanish American,
American Indian
Oriental

Company

E.E.O. Officer (Signature)

Date

TABLE 1
CURRENT WORKFORCE BREAKDOWN

FOR: _____
 Month Day Year

Company: _____

Minority Employees

Job Category	# of Employees / # Female		Negro	Spanish American	American Indian	Oriental
Officers/Supervisors						
Professional						
Technicians						
Housing Sales/ Rental/Management						
Office/Clerical						
Service Workers						
Others						

Trade:

Journeyman						
Helpers						
Apprentices						
Trainees						
Other						

Trade:

Journeyman						
Helpers						
Apprentices						
Trainees						
Other						

TOTAL:

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

US Department of Housing and Urban Development Office of Housing/Federal Housing Commissioner

US Department of Agriculture Farmers Home Administration

Part I to be completed by Principals of Multifamily Projects (See instructions)		For HUD HQ/FmHA use only	
Reason for submission:			
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount \$	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) ☐ Existing ☐ Rehabilitation ☐ Proposed (New)

7. List all proposed Principals and attach organization chart for all organizations

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate

8 Role of Each Principal in Project	9. SSN or IRS Employer Number

Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

- Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
- For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
 - The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
 - There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
 - The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
- All the names of the principals who propose to participate in this project are listed above.
- None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
- None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
- None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
- None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
- Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initiated each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Principal	Signature of Principal	Certification Date(mm/dd/yyyy)	Area Code and Tel. No.
This form prepared by (print name)			Area Code and Tel. No.

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain	6. Last MOR rating and Physical Insp. Score and date

I am not for internal processing only
Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Previous editions are obsolete

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

Carefully read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

Purpose: This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530:

Form HUD-2530 must be completed and signed by all principals applying to participate in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures,

partnerships, corporations, trusts, non-profit organizations, any other public or private entity that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arm's length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

Exception for Corporations - All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is full disclosure.

Exemptions - The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and

- Handicapped).
- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more of proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.

- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.
- Review of Adverse Determination:** If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

Specific Line Instructions:

Reason for submitting this Certification: e.g., refinancing, change in ownership, change in management agent, transfer of physical assets, etc.

Block 1: Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

Block 2: Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include **all** project or contract

identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.

Block 3: Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Block 4: Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

Block 5: Fill in the section of the Housing Act under which the application is filed.

Block 7: Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File."

Block 8: Beside the name of each principal, fill in the appropriate role. The following are examples of possible roles that the principals may assume: Owner/Mortgagor, Managing Agent, Sponsor, Developer, General Contractor, Packager, Consultant, Nursing Home Administrator etc.

Block 9: Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/FmHA, and State and local Housing Finance Agencies in which you have previously participated **must** be listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required.

Column 2. All previous projects must be listed or your certification cannot be processed. Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FmHA or state or local housing finance agency) that was involved.

Column 3. List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.

Column 4. Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. For all noncurrent loans, an explanation of the status is required.

Column 5. Explain any project defaults during your participation.

Column 6. Provide the latest Management Review (MOR) rating and Physical Inspection score.

Certification: After you have completed all other parts of form HUD-2530, including schedule A, read the Certification carefully. In the box below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is signing on behalf of the entity should attach signature authority document. Each principal who signs the form should fill in the date of the signature and

a telephone number. By providing a telephone number, HUD can reach you in the event of any questions.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen to strike through those parts that differ with your record, and then sign and certify.

Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e. relates to felony convictions within the past 10 years. If you are convicted of

a felony within the past 10 years, strike out 2e. and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2017)

Applicability. This form is applicable to any construction/development contract greater than \$100,000.

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 24 CFR 85.36, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAS would be unable to enforce their contracts.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit.

The information requested does not lend itself to confidentiality.

HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

2. Contractor's Responsibility for Work

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
 - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where ~~as shown~~, "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
 - (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
 - (2) Protect the lives, health, and safety of other persons;
 - (3) Prevent damage to property, materials, supplies, and equipment; and,
 - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

20. Inspection and Acceptance of Construction

- (a) Definitions. As used in this clause -
 - (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
 - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
 - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
 - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

this contract within _____ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

submitted not later than seven (7) days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name:

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not: (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
 - (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ _____ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence.
- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

- (a) Definitions. As used in this contract -
- (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
 - (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
 - (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
 - (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
 - (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
 - (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.
- 40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.**
- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
 - (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
 - (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

- (a) Minimum Wages.
 - (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

- the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
 - (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2017)

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts greater than \$2,000 but not more than \$100,000.

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if –
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) PHA-furnished facilities, equipment, materials, services, or site; or,
- (4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Energy Efficiency

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

12. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in

a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
 - (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; **provided**, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) **Withholding of Funds.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) **Payrolls and Basic Records.**

- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of

the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(l) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

SPECIAL CONDITIONS

1. PROJECT/SITE – Window Replacement at: 222-226 N. Kentucky St. (Site IL 46-20), Camp Point, Illinois.

Base Bid "A" - Window Replacement for: 222-226 N. Kentucky Street

Project will include, but not necessarily limited to:

- Removing existing window units, and removing from the site
- Installation of new window units as specified, with all related panning, flashings, exterior trim, repair, patch, restore and repaint existing window trim, and/or install new window trim, fill, sand, finish paint, etc., for a complete finished installation. Contractor field verify exact size of window units, and be solely responsible for same.

for:

Adams County Housing Authority (Owner)
Clayton, Illinois
ARCHITECHNICS PROJECT NO. 5976

For both Base Bid Categories all required selective demolition and preparation for installation of new windows units shall be included in the Contractor's Bid. The Contractor/Bidder shall thoroughly field verify all dimensions for new window units prior to placing order, fabrication, installation, and construction, and shall be solely responsible for same. The Window Elevations on the Project Drawings are only a general guide for understanding the project scope, specific locations for the work, and the quantities or number of window units required to satisfy the requirements for the Project, and **do not** represent "field-measured" dimensions or scalable drawings.

The Bidder/Contractor shall include in his Bid all required preparation and installation modifications to the existing window openings to accommodate the installation of the new window units. Existing window heads, jambs, and sills shall be modified as required to accept and accommodate the new window units (ie., head, jamb, sill extensions, panning, etc.). The Contractor shall retrofit and finish paint any modifications to existing window heads, jambs, sills, and any interior or exterior trim, etc., as required for a complete, uniform, acceptable finished installation. Interior and exterior window trim shall be re-used or new trim installed to completely trim out and finish the interior and/or exterior window openings in an acceptable manner (interior and/or exterior trim shall be painted with color to match existing adjacent painted surfaces). The Contractor **shall not** penetrate, puncture, or tear any existing window/opening flashing material, and replace completely if affected.

2. TIME FOR PROJECT START UP AND PROJECT COMPLETION

The work shall be commenced at the time stipulated in the Notice to Proceed to the Contractor.

Work shall be substantially completed within 90 consecutive calendar days, for Base Bid "A", commencing from the date of the Notice to Proceed, which shall be forwarded to the Contractor within thirty (30) consecutive calendar days, commencing from the date of the Contract Award.

3. LIQUIDATED DAMAGES

Since the Contract Time Period is reasonable, and since the ACHA could suffer damage, based on hazardous pedestrian conditions, related to an over extended construction period; the project should be substantially completed within the Project Completion Time, as stated above.

Liquidated damages for noncompliance with the stated Project Completion Time shall be as follows: **Fifty Dollars per day, each consecutive calendar day beyond the specified substantial completion date.**

4. COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- B. Any notice or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the contract or at such other office as he may, from time to time, designate in writing to the ACHA or deposited in the United States mail in a sealed, postage prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- C. All papers required to be delivered to the ACHA or Architect shall, unless otherwise specified in writing to the Contractor, be delivered to the Architect at ARCHITECHNICS, 510 Maine Street, Quincy, Illinois 62301 and any notice to, or demand upon, the ACHA or Architect shall be sufficiently given if so delivered, or deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Architect at such address, or to such other representatives of the ACHA, or to such other address as the ACHA may subsequently specify in writing to the Contractor for such purpose.
- D. Any such notice shall be deemed to have been given as of the time of actual delivery; or, in the case of mailing, when the same should have been received in due course of post; or, in the case of telegrams, at the time of actual receipt.

5. SIGNS

- A. Subject to prior approval of the ACHA or Architect as to size, design, type, and location, and to local regulations, the Contractor and his subcontractors may erect temporary signs for purposes of identification and controlling traffic. The Contractor shall furnish, erect, and maintain such signs as may be required by safety regulations and as necessary to safeguard life and property.
- B. The Contractor shall construct, at location to be designated by the ACHA, one (1) sign for Base Bid "A" (see Dwg. No. G1), in accord with detail drawing furnished by the Architect, which shall conform to the following general requirements:

Authorized By
ADAMS COUNTY HOUSING AUTHORITY
This work is being performed with
Capital Fund Program
from the
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

- C. Additional information will include the name of the contractor(s) and that of the Architect/Engineer.
- D. Sign shall have a background of red, white, and blue in three (3) equal horizontal segments: Sign Shall be constructed of $\frac{3}{4}$ " exterior grade plywood in a 2" x 4" frame and mounted on treated 4"x 4" wood supports with diagonal bracing to provide lateral support.

6. JOB FACILITIES

- A. The contractor shall furnish and maintain, during construction of the project, adequate facilities at the site as follows:
- (1) Storage: If acceptable to the ACHA, assigned space within the existing building may be used for storage. The contractor shall make all necessary arrangements with the ACHA regarding parking of trailers, etc.
 - (2) Sanitary Arrangements: Toilet facilities are not available on site for use of contractor's personnel during construction.
 - (3) Temporary Wiring: The contractor shall provide all necessary temporary connections for equipment, etc., as required. Power source shall be from distribution system within the building and cost of current used shall be born by the ACHA. If, in the Architect's opinion, an unusual, or excessive amount, of current is used due to negligence, the contractor shall be back-charged accordingly.

7. MINIMUM RATES OF PAY

References and information regarding schedules of the minimum rates of pay applicable to the contractor for this project are included herein.

8. BUY AMERICAN EXCEPTIONS

The following article, materials, and supplies have been excepted by HUD from the provisions of the General Conditions headed "Buy American":

Antimony; Asbestos; Carnauba Wax; China Wood Oil (tug oil); Chromium; Cork; Flax; Hemp; Jute; Karigum; Lac; Manganese Ore (35% and over); Mercury; Mica; Native asphalt; Natural nickel alloy of copper; Natural rubber, Nickel; Platinum; Silk; Sisal; Tin; Titanium; Tungsten.

9. AMENDMENTS TO GENERAL CONDITIONS

The following Amendments modify, change, delete from or add to the General Conditions. Where any Paragraph of the General Conditions is modified or any Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Paragraph, Subparagraph, or Clause shall remain in effect.

PARAGRAPH 27 - PAYMENTS

Add the following Subparagraph:

- e.(4) Each Application for Payment, following the first submittal, shall be accompanied by signed and notarized waivers of lien from the prime contractor for the total amount previously paid and individual lien waivers from each subcontractor and material supplier based upon the amounts previously drawn from each category of work.

PARAGRAPH 36 - INSURANCE

Expand Paragraph 36d as follows:

Include the ACHA, the Contractor, and the Architect as named insured on all insurance policies required to be purchased under provisions of these Contract Documents. The insurance herein required for the protection of the Owner and the Architect shall include, but shall not be limited to, the liability of the Owner and the Architect created by, in and under the Structural Work Act, commonly known as, the Scaffold Act of the State of Illinois.

ADD THE FOLLOWING PARAGRAPHS

50. EXISTING CONDITIONS

- a. Bidders shall carefully check the drawings and compare with existing conditions to ascertain the full amount of work involved. The contractor will be required to execute all labor and provide all material to carry out all the work required to obtain the results as indicated on the drawings and in the specifications, whether each and every item is mentioned or not. No additional compensation will be allowed for such work or materials as are not shown on the drawings and/or specified, but which are required to obtain the above mentioned results.

51. REMOVAL

- a. The Contractor shall accept the premises as he finds them upon the signing of the contract. He shall completely remove the existing work so indicated on the drawings, and/or as specified and as may be required to permit the proper installation of new work.

52. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages losses and expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other

than the work itself) including the loss of use resulting therefrom, and (b) caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder to the extent permitted by law.

In any and all claims against the Owner or the Architect or any of their agents, or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation acts, disability benefit acts, or other employee benefit acts.

The obligations of the Contractor under this paragraph shall not extend to the liability of the Architect, his agents, or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications, or (b) the giving of or the failure to give directions or instructions by the Architect, his agents, or employees provided such giving or failure to give is the primary cause of the injury or damage.

None of the foregoing provisions shall deprive the Owner or the Architect of any action, right or remedy otherwise available to them or either of them at common law.

10. PRE-CONSTRUCTION MEETING

After low bidders are identified and Contracts are awarded, a Pre-Construction Meeting will be scheduled at the site to coordinate efforts of all awarded contractors, subcontractors, and Owner's personnel.

11. ARCHITECT NOT RESPONSIBLE FOR EXISTING CONSTRUCTION

Architechnics cannot assume responsibility or liability of any of the existing construction.

Many decisions concerning the new construction for this Project used the existing Plans and Specification for the existing building as a basis for the new work. Much of this work is covered up or concealed behind existing construction, and is not available for verification. Only at the time of actual construction/demolition work will many of these conditions be verified.

Because of the complexity and detailed nature of the new work and remodeling work, and the reliability of existing infrastructure to actually be in place as it is presented to be, the Architect cannot assume operating and functioning condition of the various existing systems, infrastructure, and existing equipment.

Architechnics, Inc. cannot assume any responsibility or be held liable for accuracy of the existing construction drawings, plans, and specifications for the existing building. These Drawings were provided to Architechnics, by the Owner, for use on this Project.

12. EXAMINATION OF SITE

The contractor shall carefully examine the site and scope of work. No pleas of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work as a result of failure to make a proper examination and investigation will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all of the requirements of the Specifications and Drawings or will be accepted as a basis for any claims whatsoever for extra compensation.

To arrange for an examination of the site, contact Mrs. Jean Cowen, Executive Director, Adams County Housing Authority at (217) 894-7022.

13. FAMILIARIZATION WITH THE WORK

Before submitting his bid, the Contractor shall familiarize himself with the work, rules governing acceptance of his work, site where the work is performed, labor conditions, the conditions and facilities at the site for delivery and installation, all laws, regulations and other factors affecting performance of the work. The prospective bidder shall carefully correlate his observations with the requirements of the bidding documents and contract drawings, and otherwise satisfy himself of the expense and difficulties attending performance of the work, including delivery of material and equipment. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement of this Article.

14. SPECIFIED MATERIALS AND EQUIPMENT

- a) No alterations or changes in the Plans, Specifications, or other instructions enclosed shall be permitted.
- b) Any prospective bidder who discovers ambiguities or is in doubt as to the true meaning of any part of the Bid Documents shall promptly request Architect for an interpretation thereof.
- c) Interpretations will be made only by Addenda, duly issued and copies of each Addendum will be mailed or delivered to each Bid Document holder of record.
- d) The bidder shall be solely responsible for any interpretation of the drawings and specifications other than by duly issued Addenda.
- e) Except such materials as definitely specified to be furnished by the Owner, the Contractor shall provide all materials, tools, automotive, and other construction equipment which may be necessary for the completion of the work described in the specifications. He shall keep a competent representative on the job and employ men skilled in the various phases of the work involved. All work shall be performed in a workmanlike manner.
- f) Products and manufacturers not named or specified herein may be included upon request in writing to the Architect at least seven (7) days prior to receipt of bids. Products and manufacturers not specifically named or specified in the Drawings, Specifications, or Addenda will not be considered for use on this Project.

15. PHASING OF PROJECT

This Project and its execution and construction shall be phased so as to accommodate on-going operation of, and not to impede the facility. Article 17 of this Section.

16. SUBSTANTIAL COMPLETION

Substantial completion is a condition which occurs when the Owner accepts the certification of the Architect that construction is sufficiently complete in accordance with the contract documents so that the Project or a designated portion thereof may be occupied for the use intended.

17. OCCUPANCY DURING CONSTRUCTION

In general, occupancy of adjacent buildings by residents, employees, and the public shall continue during construction period. Contractor shall confine his work to a limited area of the building at a time; all as prearranged and approved with each area occupant, their knowledge, and as prearranged and pre-approved by the Owner.

Electrical or Mechanical service disruption to this area of the building shall be restricted to a minimal time period and as prearranged with each area occupant, and the Owner.

Special provisions shall be prearranged with Owner and Architect so that work shall be confined so as not to disrupt the facility. The Owner shall notify the contractor of any scheduled events or special dates that would affect the work.

18. AMERICANS WITH DISABILITIES ACT (A.D.A.)

Architechnics, to the best of its ability, has exercised professional efforts to interpret the intent of the "Americans with Disabilities Act" (A.D.A.), and other applicable Federal, State and Local Codes and requirements. Architechnics cannot guarantee total compliance with any work directly related to the A.D.A., when the Owner performs and/or authorizes work using these documents and/or drawings.

19. ASBESTOS ALERT

Asbestos materials have been sampled and tested at these sites for this specific project with no adverse findings. If additional asbestos materials are encountered by the contractor, the Architect shall be notified immediately and a licensed Asbestos Contractor shall be engaged to complete asbestos sampling, testing, and abatement procedures.

20. SHOP DRAWING SUBMITTAL REQUIREMENT ALERT

Certain sections of the specifications clearly indicate that preparation and submittal of detailed shop and equipment drawings are required before the Contractor may proceed with the work. No exception to this rule will be permitted on this project.

21. LIEN WAIVERS SUBMITTED WITH EVERY PAY REQUEST

Contractors shall submit Partial Lien Waivers with every progressive (monthly) pay request, and shall submit Final Lien Waivers in accordance with the General Conditions included herein.

22. ASSIGNMENT OF PROJECT COORDINATION

The Project Coordination will be the responsibility of the Base Bid Contractor.

23. ADDITIONAL INSURANCE REQUIREMENTS

An Umbrella, of Excess Liability, policy of not less than \$1,000,000. for any one occurrence and subject to the same aggregate over the Comprehensive Automobile Liability, Employee's Liability, Comprehensive General Liability, shall be required.

24. ADDITIONAL INSURED ON CONTRACTOR'S INSURANCE COVERAGE

The Contractor shall list as "Additional Insured" on his insurance coverage and certificates and in addition to the Owner, the following: "Architechnics, Inc.", which shall include therein, all employees, officers, and directors of the listed entities.

25. CHANGE ORDER / CONTINGENCY PRICE ALLOWANCE

The General Contractor shall provide a Change Order/Contingency Price Allowance in his Base Bid to cover any unanticipated modifications to the Contract that result in price, cost, or additions. The Allowance should be equal to a Lump Sum Amount as herewith indicated for each individual Bid Category:

BASE BID "A" – EIGHT THOUSAND DOLLARS (\$ 8,000.00)

If total Contract Change Orders, in addition to Contract, results in a total dollar amount greater than the Allowance, then the balance will be added to the Contract at the end of the Project.

If total Contract Change Orders, in addition to Contract, results in a total dollar amount less than the Allowance, then the balance will be credited to the Contract (deducted from the Contract) at the end of the Project.

The Contractor can only access this Allowance and can only be requested and drawn upon following an written Change Order approved by the Owner or the Architect.

26. COMPLIANCE WITH THE DRUG-FREE WORKPLACE ACT OF 1988

The Drug-Free Workplace Act of 1988 requires *some* Federal contractors and *all* Federal grantees to agree that they will provide drug-free workplaces as a precondition of receiving a contract or grant from a Federal agency.

Although all covered contractors and grantees must maintain a drug-free workplace, the specific components necessary to meet the requirements of the Act vary based on whether the contractor or grantee is an individual or an organization. The requirements for organizations are more extensive, because organizations have to take comprehensive, programmatic steps to achieve a workplace free of drugs.

The Federal Acquisition Streamlining Act of 1994 (FASA) raised the threshold of contracts covered by the Drug-Free Workplace Act of 1988 from \$25,000 to those exceeding \$100,000.

All organizations covered by the Drug-Free Workplace Act of 1988 are required to provide a drug-free workplace by taking the following steps:

1. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
2. Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
3. Notify employees that as a condition of employment on a Federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within five calendar days, if he or she is convicted of a criminal drug violation in the workplace.
4. Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace. Impose a penalty on—or require satisfactory participation in a drug abuse assistance or rehabilitation program by—any employee who is convicted of a reportable workplace drug conviction.
5. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the Act.

Note: A contractor or grantee who fails to comply with these requirements is subject to certain penalties.

27. COMPLIANCE WITH PUBLIC ACT 87-1257 OF THE ILLINOIS HUMAN RIGHTS ACT

Public Act 87-1257, effective July 1, 1993, amends the Illinois Human Rights Act (Section 2-105) by requiring that every party to a public contract and every eligible bidder shall have a written sexual harassment policy that shall include, at a minimum, the following information.

1. The illegality of sexual harassment;
2. The definition of sexual harassment under state law;
3. A description of sexual harassment, utilizing examples;
4. The contractor's internal complaint process including penalties;
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission;
6. Directions on how to contact the Department and Commission;
7. Protection against retaliation as provided by Section 6-101 of the Human Rights Act.
8. Finally, the contractor must provide a copy of such written policy to the Department of Human Rights upon request.

28. LEAD-BASED PAINT

A Lead-based paint consultant has assessed the Adams County Housing Authority sites and there is no lead based paint declaration in the existing buildings for this project. Therefore, no lead-base paint abatement is required for this project.

29 EXISTING MAINTENANCE CONTRACTS

The ACHA has maintenance contracts and service agreements in place with the following vendors:

1. Telephone
2. Security / Fire Alarm
3. Computer / I.T. Data

Any required adjustments to these systems as a part of the Work shall be provided by the Owner's Vendors and are not part of this contract. Caution must be taken by the contractor to ensure that existing maintenance agreements are not voided by unauthorized personnel. Any damage caused to these systems as a result of the Work will be paid for by the Contractor.

30 TENANT / CLIENT CONFIDENTIALITY

It is of the utmost importance to the ACHA that the contractor ensures that the confidentiality of all the tenants of this property remain intact. The contractor must take whatever steps are necessary to maintain this status amongst the project workers.

31 BACKGROUND CHECKS

All workers on site shall have a background check performed and provided to the ACHA. The ACHA maintains the right to refuse any worker access to the site based on the background check provided.

32 BUILDING MATERIALS

This project shall maintain, to the greatest extent possible, a "Green-Friendly" and "American-Made" position on the purchase of all building materials utilized for this project.

END

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

WAGE RATES FOR QUINCY HOUSING AUTHORITY PROJECTS

(Contractor is responsible for using latest Wage Determination on Bid Date)

To obtain Wage Rates for this project:

GO TO: www.wagehour.dol.gov

US Department of Labor

- At about middle of page under WAGES:
- Click Prevailing Wages

Next Screen on right is box QUICK LINKS

- Click Wage Determinations Online (WDOL)

Next Screen Middle in Blue Header Bar; Davis Bacon Act

- Choose Selecting DBA WDs

Screen Comes up to

1. Select State
2. Select County
3. Choose Construction Type (*residential = 4 stories and under*)
4. Select WD # IL23 (comes up in next window)

CLICK [SEARCH] BOX

Step 3. Choose Construction Type (*building = 5 stories and above*)

Step 4. Select WD# IL1 (comes up in next window)

CLICK [SEARCH] BOX

Read information in window.

67. EQUAL EMPLOYMENT OPPORTUNITY

67.1 Compliance with the Illinois Human Rights Act:

During the performance of this contract, the Contractor shall comply in all respects with the Illinois Human Rights Act cited in Article 39 of the General Conditions and the Illinois Department of Human Rights' Rules and Regulations for Public Contracts including, but not limited to the following provisions:

- A. Affirmative Action and Nondiscrimination: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap unrelated to ability, or unfavorable discharge from the military service (excluding dishonorable). The Contractor shall examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. Recruiting and Hiring: The Contractor, when hiring additional employees in order to perform this contract or any portion thereof, will determine the availability, in accordance with the Illinois Department of Human Rights' Rules and Regulations for Public Contracts, of minorities and women in the localities from which they may reasonably be recruited and will hire for each job classification for which employees are being hired in such a way that minorities and women are not underutilized.
- C. Employment Advertisements: The Contractor, in all solicitations or advertisements for employees, will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap unrelated to ability, or unfavorable discharge from military service (excluding dishonorable).
- D. Notification of Labor Organizations: The Contractor will send to each labor organization or representative of workers with which the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligation under the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the Contractor's efforts to comply with such act, rules, and regulations, the Contractor will promptly notify said department and the Owner. The Contractor will recruit employees from other sources, when necessary, to comply with the Act.

- E. Manpower Utilization Reports: The Contractor will submit all reports required by the Illinois Department of Human Rights' Rules and Regulations for Public Contracts and shall furnish all relevant information as may from time to time be requested by the Department or the Owner.
- F. Accessibility of Employment Records: The Contractor will permit access to all relevant books, records, and accounts and work sites by personnel of the Owner and the Illinois Department of Human Rights for the purpose of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.
- G. Subcontract Requirements: The Contractor shall include verbatim or by reference the provisions of this article and the equal employment opportunity clause set forth in Section 6.1 of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts as a material term in every subcontract and purchase order, so that such provisions will be binding upon every such Subcontractor or supplier.

67.2 Compliance with Federal Requirements: The Contractor shall comply with all provisions of federal Executive Orders 11246 (dated September 24, 1965) and 11375 (dated October 17, 1967), as amended, and shall comply with the rules, regulations and relevant orders of the U.S. Secretary of Labor, including the following:

- A. The Contractor and all Subcontractors employed by the Contractor in connection with the contract shall develop and implement a written affirmative action plan which complies with all State and Federal laws and regulations.
- B. The Contractor shall not discriminate against any employee or applicant for employment who is a disabled or a Viet Nam era veteran, in addition to those listed in paragraph 67.1A.

67.3 Responsibility for Subcontractors' Compliance: The Contractor shall be responsible for compliance with applicable provisions of this article by all Subcontractors employed by the Contractor in connection with this contract and will promptly notify both the Owner and Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of the political subdivisions or municipal corporations.

67.4 Penalties for Noncompliance: In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity article, the Illinois Human Rights and Regulations for Public Contracts of the federal requirements listed in paragraph 67.2 of this article, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. In addition, this contract may be cancelled or voided in whole or in part and such other sanctions, penalties, or remedies may be imposed as provided by statute or regulation.

Compliance with the Drug-Free Workplace Act of 1988

The Drug-Free Workplace Act of 1988 requires *some* Federal contractors and *all* Federal grantees to agree that they will provide drug-free workplaces as a precondition of receiving a contract or grant from a Federal agency.

Although all covered contractors and grantees must maintain a drug-free workplace, the specific components necessary to meet the requirements of the Act vary based on whether the contractor or grantee is an individual or an organization. The requirements for organizations are more extensive, because organizations have to take comprehensive, programmatic steps to achieve a workplace free of drugs.

The Federal Acquisition Streamlining Act of 1994 (FASA) raised the threshold of contracts covered by the Drug-Free Workplace Act of 1988 from \$25,000 to those exceeding \$100,000.

All organizations covered by the Drug-Free Workplace Act of 1988 are required to provide a drug-free workplace by taking the following steps:

1. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
2. Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
3. Notify employees that as a condition of employment on a Federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within five calendar days, if he or she is convicted of a criminal drug violation in the workplace.
4. Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
Impose a penalty on—or require satisfactory participation in a drug abuse assistance or rehabilitation program by—any employee who is convicted of a reportable workplace drug conviction.
5. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the Act.

Note: A contractor or grantee who fails to comply with these requirements is subject to certain penalties.

SECTION 01020

APPLICATIONS FOR PAYMENTS/CHANGE ORDERS

PART 1 GENERAL

1.01 DESCRIPTION: APPLICATION FOR PAYMENT: Comply with procedures described in this Section when applying for progress payments and final payment under the Contract.

A. **RELATED WORK:** Documents affecting work of this section include, but are not necessarily limited to, General Conditions, Instructions to Contractors, and other sections of Division 1 of these Specifications.

1. The Contract Sum and the schedule for payments are described in the Agreement.
2. Payments upon Substantial Completion and final completion are described in the General Conditions and in Section 01700 of these specifications.
3. The Architect's approval of applications for progress payments and final payment may be contingent upon the Architect's approval of the status of Project Record Documents.

1.02 QUALITY ASSURANCE: Prior to start of construction, secure the Architect's approval of the Schedule of Values required to be submitted.

A. During the progress of the Work, modify the Schedule of Values as approved by the Architect to reflect changes in the Contract Sum due to Change Orders or other modifications of the Contract.

B. Base requests for payment upon the approved Schedule of Values.

1.03 SUBMITTALS: Unless otherwise directed by the Architect:

- A. Make submittal of request for payment by filling in pertinent portions of AIA Document G702, "Application and Certificate for Payment", plus Continuation Sheet (G703) or sheets.
1. Sign and notarize the Application and Certificate for Payment.
 2. Submit the original of the Application and Certificate for Payment, plus two (2) additional copies to the Architect.
 3. Submit Waiver of Lien.
 4. Submit Wage Records as specified in Instructions to Contractors.
 5. The Architect will, when approved, sign the Application and Certificate for Payment, will make required copies, and will distribute:
 - a One copy to Contractor;
 - b One copy to Owner; and
 - c One copy to Architect.
 6. After approval, within the time frame established in the Agreement, Owner will disburse payment to Contractor.

- 1.04 DESCRIPTION, CHANGE ORDER PROCEDURE:** Make such changes in the Work, in the contract Sum, in the Contract Time, or any combination thereof, as are described in written Change Orders signed by the Owner and the Architect and issues after execution of the Contract, in accordance with the provisions of this Section.
- 1.05 PROCESSING CHANGES INITIATED BY THE OWNER:** Should the Owner contemplate making a change in the Work or a change in the Contract Time of Completion, the Architect will issue a request for "Change Order" quote to the Contractor.
- A. The request for Change Order quote will describe the contemplated change, and will carry one of the following instructions to the Contractor:
 - 1. Make the described change in the work at no change in the Contract Sum and no change in the Contract Time of Completion;
 - 2. Promptly advise the Architect as to credit or cost proposed for the described change. This is not an authorization to proceed with the change.
 - B. If the Contractor has been directed by the Architect to make the described change in the work at no change in the Contract Sum and no change in the Contract Time of Completion, but the Contractor wishes to make a claim for one or both of such changes, the Contractor shall proceed with the change and shall notify the Architect as provided for under General Conditions.
 - C. If the Contractor has been directed by the Architect to promptly advise him as to credit or cost proposed for the described change, the Contractor shall:
 - 1. Analyze the described change and its impact on costs and time;
 - 2. Secure the required information and forward it to the Architect for review;
 - 3. Meet with the Architect as required to explain costs and, when appropriate, determine other acceptable ways to achieve the desired objective;
 - 4. Alert pertinent personnel and subcontractors as to the impending change and, to the maximum extent possible, avoid such work as would increase the Owner's cost for making the change, advising the Architect in writing when such avoidance no longer is practicable.
- 1.06 PROCESSING CHANGES INITIATED BY THE CONTRACTOR:** Should the Contractor discover a discrepancy among the Contract Documents, a concealed condition as described in the General Conditions, or other cause for suggesting a change in the Work, a change in the Contract Sum, or a change in the Contract Time of Completion, he shall notify the Architect as required by pertinent provisions of the Contract Documents.
- A. Upon agreement by the Architect that there is reasonable cause to consider the Contractor's proposed change, the Architect will issue a Change Order in accordance with the provisions described in Article 1.05 above.

1.07 PROCESSING CHANGE ORDERS

- A. Change Orders will be dated and will be numbered in sequence.
- B. The Change Order will describe the change or changes, and will be signed by the Owner and the Architect.
- C. The Architect will issue three copies of each Change Order to the Contractor.
 - 1. The Contractor promptly shall sign all three copies and return to the Architect.
 - 2. The Architect will retain one signed copy in his file, will forward one signed copy to the Owner, and one to the Contractor.
- D. Should the Contractor disagree with the stipulated change in Contract Sum or change in Contract Time of Completion, or both:
 - 1. The Contractor promptly shall return the copies of the Change Order, unsigned by him, to the Architect with a letter signed by the Contractor and stating the reason or reasons for the Contractor's disagreement.
 - 2. The Contractor's disagreement with the Change Order shall not, in any way, relieve the Contractor of his responsibility to proceed with the change as ordered and to seek settlement of the dispute under pertinent provisions of the Contract Documents.

END

SECTION 01300

SUBMITTALS AND SUBSTITUTIONS

PART 1 GENERAL

1.01 DESCRIPTION: Make submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements.

A. Related Work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and other sections in Division 1 of these specifications.

B. Work Included:

1. Submit in accordance with individual specification section.
2. Submittals that are not required will not be reviewed by the Architect.
3. The Contractor may require his subcontractors to provide drawings, setting diagrams, and similar information to help coordinate the Work, but such data shall remain between the Contractor and his subcontractors and will not be reviewed by the Architect.

1.02 QUALITY ASSURANCE: Submittals not in compliance with this section of the specifications will be returned to the Contractor with no action taken.

A. Coordination of submittals required of the General Contractor:

1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
2. Verify that each item and the submittal for it conform in all respects with the specified requirements.
3. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.

B. Substitutions, Bidder/Contractor Options

1. Prior to Bid Opening: The Architect/Engineer will consider written requests to amend the bidding documents to add products not specified provided such requests are received at least 7 calendar days prior to bid opening date. Requests received after that time will not be considered. When a request is approved, the Architect/Engineer will issue an appropriate addendum not less than seven calendar days prior to bid opening date.
2. After Award of Contract: No substitutions will be considered after Notice of Award except under one or more of the following conditions:
 - a Substitutions required for compliance with final interpretations of code requirements or insurance regulations.
 - b Unavailability of specified products, through no fault of contractor.
 - c Subsequent information discloses inability of specified product to perform properly or to fit in designated space.
 - d Manufacturer/fabricator refusal to certify or guarantee performance of specified product as specified.

- e When a substitution would be substantially to Owner's best interests.

C. Substitution Requirements

1. Submit (2) copies of each request for substitution. Include in request:
 - a. Complete data substantiating compliance of proposed substitution with contract documents.
 - b. For products:
 1. Product identification, including manufacturer's name and address.
 2. Manufacturer's literature:
 - a. Product description
 - b. Performance and test data
 - c. Reference standards
 3. Samples
 4. Name and address of similar projects on which product was used and date of installation.
 - f. For construction methods:
 5. Detailed description of proposed method.
 6. Drawings illustrating methods.
 - g. Itemized comparison of proposed substitution with product or method specified.
 - h. Data relating to changes in construction schedule.
 - i. Identify:
 7. Changes or coordination required.
 8. Other contract affected.
 - j. Accurate cost data on proposed substitution in comparison with product or method specified.
2. In making request for substitution, bidder/contractor represents:
 - a. It will provide the same guarantee for substitution as for product or method specified.
 - b. It will coordinate installation of accepted substitutions into work, making all changes for work to be complete in all respects.
 - c. Cost data is complete and includes all related costs under its contract, but excludes:
 1. Architect/Engineer's redesign.
 2. Administrative costs of Architect/Engineer.
 - d. It will pay all additional costs and expenses for Owner, Architect/Engineer and other contractors.
3. Substitutions will not be considered when:
 - a. They are indicated or implied on shop drawings or product data submittals without formal request submitted in accordance with Paragraph 1.04.
 - b. Acceptance will require substantial revision of contract document.
 - c. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved in writing for this work by the Architect.
 - d. Specifying products or materials by manufacturer and model number is done to establish a standard of performance and quality requisite

for this project and is not intended to limit competition. Contractors may propose alternate or substitute materials for consideration at the time of bidding as described in 1.02 – B.1 above.

1.03 SUBMITTALS: Make submittals of Shop Drawings, Samples, substitution requests, and other items in accordance with the provisions of this section.

A. Shop Drawings:

1. Scale and measurements: Make Shop Drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the work.
2. Types of prints required.
 - a. Submit Shop Drawings in the form of three blue-line or blackline prints of each sheet.
 - b. Drawings shall indicate product specific application to the particular situation unique to this project.
 - c. Reproduction of construction drawings details shall be limited to floor plan views.
3. Review comments of the Architect will be shown on the print when it is returned to the Contractor. The Contractor may make and distribute such copies as are required for his purposes.

B. Manufacturer's Literature

1. Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.
2. Submit the number of copies which are required to be returned, plus two copies which will be retained by the Architect.

C. Samples:

1. Provide sample or samples identical to the precise article proposed to be provided. Identify as described under "Identification of Submittals" below.
2. Number of Samples required:
 - a. Unless otherwise specified, submit samples in the quantity which is required to be returned, plus one which will be retained by the Architect.
 - b. By prearrangement in specific cases, a single sample may be submitted for review and, when approved, be installed in the work at a location agreed upon by the Architect.

D. Colors and Patterns

1. Unless the precise color and pattern is specifically called out in the contract documents, and whenever a choice of color or pattern is available in the specified products, submit accurate color and pattern charts to the Architect for selection.

E. Identification of Submittals

1. Consecutively number all submittals
 - a. When material is resubmitted for any reason, trans it under a new letter of transmittal and with a new transmittal number.
 - b. On re-submittals, cite the original submittal number for reference.
2. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.
3. On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.
4. Maintain an accurate submittal log for the duration of the work, showing current status of all submittals at all times. Make the submittal log available to the Architect for his review upon request.

F. Grouping of Submittals

1. Unless otherwise specified, make submittals in groups containing all associated items to assure that information is available for checking each item when it is received.
 - a. Partial submittals may be rejected as not complying with the provisions of the Contract.
 - b. The Contractor may be held liable for delays so occasioned.

G. Timing of Submittals

1. Make submittals far enough in advance of scheduled dates for installation to provide time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery. Refer to each Section for time limits requested.
2. In scheduling, allow at least ten working days for review by the Architect following his receipt of the submittal.

H. Architect's Review

1. Review by the Architect does not relieve the Contractor from responsibility for errors which may exist in the submitted data.
2. Revisions:
 - a. Make revisions required by the Architect.
 - b. If the Contractor considers any required revision to be a change, he shall so notify the Architect as provided for in the General Conditions.
 - c. Make only those revisions directed or approved by the Architect.

END

SECTION 01340

SHOP DRAWINGS, PRODUCT DATA & SAMPLES

1. GENERAL

1.01 GENERAL

- A. Each Contractor make specified pre-construction submittals in accordance with Article 01340 of the Standard Documents for Construction.

1.02 SUBMITTALS

- A. Contractor and Sub-Contractor :
 - 1. Submit in accordance with individual Specification Sections.

END OF SECTION

SECTION 01530

BARRIERS

1. GENERAL

1.01 REQUIREMENTS INCLUDE

A. Prime Contractor:

1. Provide and maintain suitable barriers to prevent unauthorized entry, and to protect the work, existing facilities and construction operations.
2. Remove when no longer needed, at completion of the work or as directed.

2. PRODUCTS

2.01 MATERIALS: Materials may be new or used, suitable for purpose. Comply with specified codes.

2.02 BARRIERS: Materials, at Contractors option, appropriate for purpose.

3. EXECUTION

3.01 INSTALLATION

- A. Install facilities of a neat and uniform appearance.
- B. Maintain barriers during entire construction period.
- C. Relocate barriers as construction progresses.

3.02 REMOVAL

- A. Remove when authorized by the A/E.

END 01530

SECTION 01540

SECURITY

1. GENERAL

1.01 REQUIREMENTS INCLUDE

A. General Contractor:

1. Protect work, stored materials, and construction equipment from theft and vandalism.
2. Protect premises from entry by unauthorized persons.
3. Protect Owner's operations at site from theft, vandalism, or damage from Contractor's work or employees.
4. Cooperate with the supplemental security program, of the Owner.

1.02 RELATED REQUIREMENTS

A. Specified elsewhere:

1. 01530 - Barriers.
2. 01620 - Storage & Protection.

1.03 MAINTENANCE AND SECURITY

- ###### **A. Maintain security program throughout construction period until Owner occupancy precludes need for Contractor security.**

END 01540.

SECTION 01561
CONSTRUCTION CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDE

- A. Each Contractor provide cleaning and disposal of waste materials, debris and rubbish during construction.
- B. General Contractor: Supervise and coordinate cleaning operations of all Assigned Contractors.

1.02 RELATED REQUIREMENTS

- A. Specified elsewhere:
 - 1. 01710 – Final Cleaning

PART 2 PRODUCTS

2.01 EQUIPMENT

- A. Provide covered containers for deposit of waste materials debris, and rubbish.
- B. Control cleaning operations so that dust and other particles will not adhere to wet or newly coated surfaces.

3.02 DISPOSAL

- A. Regularly remove waste materials, debris, and rubbish from site weekly and dispose of off-site.

END

SECTION 01620

STORAGE & PROTECTION

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDE

- A. Each Contractor:
 - 1. Make arrangements with Owner's Representative for storage of materials and equipment to be installed in project. Protection and security for stored materials and equipment, on and off site is solely contractor's responsibility.

1.02 RELATED REQUIREMENTS

- A. Specified elsewhere
 - 1. 01340 - Shop Drawings, Product Data & Samples
 - 2. 01710 - Cleaning.

1.03 OFF-SITE AUTHORIZATION

- A. Payment for materials/equipment stored off-site storage will be permitted only on prior written authorization in accord with the General Conditions.

PART 2 PRODUCTS

2.01 PROTECTIVE MATERIALS

- A. For duration of storage period, provide materials which will provide proper protection against the elements or other harmful environmental condition.

PART 3 EXECUTION

3.01 LOCATION

- A. Where authorized by Owner.
- B. Architect/Engineer will resolve conflicts in storage requirements of all contractors.

END 01620

SECTION 01630

SUBSTITUTIONS & PRODUCT OPTIONS

1. GENERAL

1.01 REQUIREMENTS INCLUDE

- A. Base all bids on providing all products exactly as specified.
- B. For products specified only by reference or performance standards, select any product which meets or exceeds standards, by any manufacturers, subject to the Architect/Engineer's approval.
- C. For products specified by naming several products or manufacturers, select any product and manufacturer named. Only those products or manufacturer named shall be considered acceptable.

1.02 SUBSTITUTIONS, BIDDER/CONTRACTOR OPTIONS

- A. **PRIOR TO BID OPENING:** The Architect/Engineer will consider written requests to amend the bidding documents to add products not specified provided such requests are received at least 7 calendar days prior to bid opening date. Requests received after that time will not be considered. When a request is approved, the Architect/Engineer will issue an appropriate addendum not less than seven calendar days prior to bid opening date.
- B. **AFTER AWARD OF CONTRACT:** No substitutions will be considered after Notice of Award except under one or more of the following conditions:
 - 1. Substitutions required for compliance with final interpretations of code requirements or insurance regulations.
 - 2. Unavailability of specified products, through no fault of Contractor.
 - 3. Subsequent information discloses inability of specified product to perform properly or to fit in designated space.
 - 4. Manufacturer/fabricator refusal to certify or guarantee performance of specified product as specified.
 - 5. When a substitution would be substantially to Owner's best interests.

1.03 SUBSTITUTION REQUIREMENTS

- A. Submit (2) copies of each request for substitution. Include in request:
 - 1. Complete data substantiating compliance of proposed substitution with contract documents.
 - 2. For products:
 - a. Product identification, including manufacturer's name and address.
 - b. Manufacturer's literature:
 - 1. Product description.
 - 2. Performance and test data.
 - 3. Reference standards.
 - c. Samples

- d. Name and address of similar projects on which product was used and date of installation.
 3. For construction methods:
 - a. Detailed description of proposed method.
 - b. Drawings illustrating methods.
 4. Itemized comparison of proposed substitution with product or method specified.
 5. Data relating to changes in construction schedule.
 6. Identify:
 - a. Changes or coordination required.
 - b. Other contract affected.
 7. Accurate cost data on proposed substitution in comparison with product or method specified.
- B. In making request for substitution, bidder/contractor represents:
 1. It will provide the same guarantee for substitution as for product or method specified.
 2. It will coordinate installation of accepted substitutions into work, making all changes for work to be complete in all respects.
 3. Cost data is complete and includes all related costs under its contract, but excludes:
 - a. Architect/Engineer's redesign.
 - b. Administrative costs of Architect/Engineer.
 4. It will pay all additional costs and expenses for Owner, Architect/Engineer, and other contractors.
- C. Substitutions will not be considered when:
 1. They are indicated or implied on shop drawings or product data submittals without formal request submitted in accordance with Paragraph 1.03.
 2. Acceptance will require substantial revision of contract document.

END

SECTION 01700

CONTRACT CLOSEOUT

1.01 DESCRIPTION: Provide an orderly and efficient transfer of the completed work to the Owner.

A. Related Work:

1. Documents affecting work of this section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and other Sections in Division 1 of these Specifications.
2. Activities relative to Contract closeout are described in the General Conditions.
3. "Substantial Completion" is defined in the General Conditions.

1.02 QUALITY ASSURANCE: Prior to requesting inspection by the Architect, use adequate means to assure that the work is completed in accordance with the specified requirements and is ready for the requested inspection.

1.03 PROCEDURES: The following procedures will be used to achieve Contract Closeout:

A. Substantial Completion:

1. Prepare and submit the list required by the General Conditions.
2. Within a reasonable time after receipt of the list, the Architect will inspect to determine status of completion.
3. Should the Architect determine that the Work is not substantially complete:
 - a. The Architect promptly will so notify the Contractor, in writing, giving the reasons therefore.
 - b. Remedy the deficiencies and notify the Architect when ready for reinspection.
 - c. The Architect will reinspect the Work.
4. When the Architect concurs that the work is substantially complete:
 - a. The Architect will prepare a "Punch List", accompanied by the Contractor's list of items to be completed or corrected, as verified by the Architect.
 - b. The Architect will submit the Certificate to the Owner and to the Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.

B. Final Completion:

1. Prepare and submit the notice required by the General Conditions.
2. Verify that the work is complete including, but not necessarily limited to, the items mentioned in the General Conditions.
3. Certify that:
 - a. Contract Documents have been reviewed.
 - b. Work has been inspected for compliance with the Contract Documents.

- c. Work has been completed in accordance with the Contract Documents.
 - d. Equipment and systems have been tested as required, and are operational.
 - e. Work is completed and ready for final inspection.
 - 4. The Architect will make an inspection to verify status of completion.
 - 5. Should the Architect determine that the work is incomplete or defective:
 - a. The Architect will promptly so notify the Contractor, in writing, listing the incomplete or defective work.
 - b. Remedy the deficiencies promptly, and notify the Architect when ready for reinspection.
 - 6. When the Architect determines that the work is acceptable under the Contract Documents, he will request the contractor to make closeout submittals.
- C. Closeout submittals include, but are not necessarily limited to:
- 1. Materials extra stock.
 - 2. Evidence of payment and release of liens.
 - 3. List of subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.
 - 4. List of manufacturer's recommendation for regular cleaning of all finishes on the building, equipment and furnishings.
- D. Final adjustment of accounts:
- 1. Submit a final statement of accounting to the Architect, showing all adjustments to the Contract Sum.
 - 2. If so required, the Architect will prepare a final Change Order showing adjustments to the Contract Sum which were not made previously by Change Orders.
- 1.04 INSPECTION:** Instruct the Owner's personnel in proper operation and maintenance of systems, equipment, and similar items which were provided as part of the work.
- 1.05 GUARANTEE:** Contractor(s) shall provide an unlimited guarantee covering materials and workmanship for a period of one year from the Date of Substantial Completion.
- A. Additional requirements are listed in other Sections of these Specifications with respect to specific products or materials listed in those Sections.
- 1. Provide fully executed copies of manufacturer's warranties as a part of the work of this Section.

END

SECTION 01710

CLEANING

1.01 DESCRIPTION: Throughout the construction period, maintain the buildings and site in a standard of cleanliness as described in this Section.

A. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and other Sections in Division 1 of these Specifications.
2. In addition to standards described in this Section, comply with requirements for cleaning as described in pertinent other Sections of these Specifications.

1.02 QUALITY ASSURANCE: Conduct daily inspection, and more often if necessary, to verify that requirements for cleanliness are being met.

- A. In addition to the standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.

1.03 CLEANING MATERIALS AND EQUIPMENT: Provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

1.04 COMPATIBILITY: Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

1.05 PROGRESS CLEANING: Perform periodic cleaning to comply with this Section.

A. General:

1. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic; or drainage, and providing required protection of materials.
2. Do not allow accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
3. At least twice each month, and more often if necessary, completely remove all scrap, debris, and waste material from job site.
4. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.

B. Site:

1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.
2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site. Restack, tidy, or otherwise service arrangements to meet the requirements of subparagraph 1.05.A.1 above.
3. Maintain the site in a neat and orderly condition at all times.

C. Structures:

1. Daily, and more often if necessary, inspect the structures and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.

1.06 FINAL CLEANING: Prior to final acceptance, additional cleaning must be accomplished.

- A. "Clean," for the purpose of this Article, and except as may be specifically provided otherwise, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials.
- B. Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described in Article 1.05 above.
- C. Structures:
 1. Interior:
 - a. Visually inspect exterior surfaces and remove all traces of soil, waste materials, smudges, and other foreign matter.
 - b. Remove all traces of splashed materials from adjacent surfaces.
 2. Glass: Clean inside and outside.
 3. Polished surfaces: To surfaces requiring routing application of buffed polish, apply the polish recommended by the manufacturer of the material being polished.
- D. Schedule final cleaning as approved by the Architect to enable the Owner to accept a completely clean work.

1.07 CLEANING DURING OWNER'S OCCUPANCY: Should the Owner occupy the work or any portion thereof prior to its completion by the Contractor and acceptance by the Owner, responsibilities for interim and final cleaning shall be as determined by the Architect in accordance with the General Conditions of the Contract.

END

SECTION 02230

MINOR DEMOLITION

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The work contemplated under this Section consists of the furnishing of all labor, materials, equipment and services required for all minor demolition as indicated on the accompanying working drawings or as specified herein.
- B. The following items are listed as a guide in determining the Project requirements, but not necessarily limited to the following:
 - 1. Removal of designated construction.
 - 2. Disposal of materials.
 - 3. Identification of utilities.
 - 4. Refer to items as indicated on drawings.

1.02 SPECIAL INSTRUCTIONS, NOT CONTAINED HEREIN

- A. This contractor is referred to "Instructions to Contractors" for complete information regarding any special instructions affecting his bid or his work on this project.

1.03 REGULATORY REQUIREMENTS

- A. Conform to applicable code for demolition work, dust control, products requiring electrical disconnection and re-connection.
- B. Obtain required permits from authorities.
- C. Do not close or obstruct egress from any building exit.
- D. Do not disable or disrupt building fire or life safety systems without 3 days prior written notice to Owner.
- E. Conform to applicable regulatory procedures when hazardous or contaminated materials are discovered.

1.04 SCHEDULING

- A. Schedule work to coincide with new construction.
- B. Describe demolition removal procedures and schedule.

1.05 PROJECT CONDITIONS

- A. Conduct demolition to minimize interference with adjacent and occupied building areas.
- B. Cease operations immediately if structure appears to be in danger and notify Architect. Do not resume operations until directed.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 PREPARATION

- A. Provide, erect and maintain weatherproof closures for exterior openings.
- B. Erect and maintain temporary partitions to prevent spread of dust, odors, and noise to permit continued building occupancy.
- C. Protect existing materials and equipment that are not to be demolished.
- D. Prevent movement of structure; provide bracing and shoring.
- E. Notify affected utility companies before starting work and comply with their requirements.
- F. Mark location and termination of utilities.
- G. Provide appropriate temporary signage including signage for exit or building egress.

3.02 DEMOLITION

- A. Disconnect, cap, and identify designated utilities within demolition areas.
- B. Demolish in an orderly and careful manner. Protect existing supporting structural members.
- C. Remove demolished materials from site except where specifically noted otherwise. Do not burn or bury materials on site.
- D. Remove materials as demolition progresses. Upon completion of demolition, leave areas in clean condition.
- E. Remove temporary facilities.

END

SECTION 06200

FINISH CARPENTRY

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The work contemplated under this section consists of the furnishing of all labor, materials, equipment, and services required for the installation of all finish carpentry as indicated on the accompanying working drawings or as specified herein.
- B. The following items are listed as a guide in determining the Project requirements, but not necessarily limited to the following:
 - 1. General rough and framing carpentry construction.
 - 2. Finish carpentry items.
 - 3. Wood rough jambs, rough heads, rough and finished sills, casings, and moldings.
 - 4. Hardware and attachment accessories.

1.02 SPECIAL INSTRUCTIONS, NOT CONTAINED HEREIN

- A. This contractor is referred to "Instructions to Contractors" for complete information regarding any special instructions affecting his bid or his work on this Project.

1.03 REFERENCES / RELATED SECTIONS

- A. AWI P-200 – Architectural Woodwork Quality Standards
- B. Section 06240 – Laminates
- C. Section 08520 – Aluminum Windows
- D. Section 09900 – Paints and Coatings

1.04 SUBMITTALS

- A. Manufacturer's Literature: Descriptions, installation and operating instructions of completely assembled manufactured items other than wood millwork fabricated under the Section.
- B. Shop Drawings: Show plans, elevations and details of all wood millwork, indicating materials, species of wood, applied finishes, matching of panels, arrangement, profiles, thicknesses, construction fastenings, blocking clearances, assembly and erection details, built-in hardware and necessary connections to other work.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with AWI P-200 Quality Standards, grades as indicated.
 - 1. Premium Grade:
 - a. The highest grade available in material and workmanship. Intended for monumental-type work.

2. Custom Grade:
 - a. The middle grade in both material and workmanship. Intended for high-quality regular work.
 3. Economy Grade:
 - b. The lowest grade in both material and workmanship. Intended for utilitarian work.
- B. Millwork features such as lumber grading and defects allowed, plywood grading, particleboard grading, fastenings, sanded surfaces, tolerances and edge treatments shall be in accord with AWI Quality Standards.
 - C. More than one quality grade will be employed on a typical project, with designations for individual items noted on the accompanying drawings. Any item not given a specific quality grade shall be considered "Custom Grade".
 - D. Fabricator: Company specializing in fabricating the products specified in this section with minimum three years of documented experience.

1.06 DELIVERY, STORAGE, AND PROTECTION

- A. Protect materials during transit, delivery, storage and handling to prevent damage, soiling and deterioration.
- B. Do not deliver materials until painting, wet work, grinding, and similar operations which could damage, soil or deteriorate materials, have been completed in installation areas. If, due to unforeseen circumstances, materials must be stored in other than installation areas, store only in areas which meet the requirements specified for installation areas.
- C. Receive and store all finish hardware. Properly sort, tag and file all tags.

1.07 PROJECT CONDITIONS

- A. Do not install finish carpentry work until interior concrete and masonry work and other wet operations are complete, the building is adequately ventilated and proper temperature and humidity conditions can be maintained during and after installation.
- B. Sequence installation to ensure utility connections are achieved in an orderly and expeditious manner.
- C. Coordinate the work with plumbing rough-in, electrical rough-in, and installation of associated and adjacent components.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Hardwood lumber for a painted finish shall be clear with no visible defects which must be filled before painting. May be unselected for color and grain.
- B. Hardwood lumber for transparent finish shall be clear, with no visible defects, and well matched for color and grain.
- C. Softwood lumber shall be Ponderosa Pine, Idaho White Pine, Sugar Pine or Northern White Pine. Softwood lumber shall conform to the requirements of Products Standards PS 20.
 1. Trim Profiles: Selected from industry standards.

- D. Softwood Plywood: Product Standard PS 1.
- E. Particleboard shall conform to the requirements of Interim Standard for Mat-Formed Wood Particleboard by the National Particleboard Association, Type 2, Density A (high density) and Class 2.

2.02 DEFINITION OF MILLWORK: CATEGORIES

- A. "Millwork" as used in this section refers to interior or exterior wood, plywood, and wood trim, and to custom-designed items constructed of finish wood, all as detailed on the accompanying drawings. Items made of other material are included only if specially noted on the accompanying drawings.
- B. Stock-design, mass-produced items such as wood doors and wood windows, and lumber yard items such as flooring, decking, ceiling and siding are described in other sections.
- C. Trim:
 - 1. Quality grades, species of solid woods, and species of plywood for trim shall be as noted on the accompanying drawings.
 - 2. This category includes all stools, valances, chair rails and similar moldings.
- D. Paneling, Flush or Stile/Rail:
 - 1. Quality grades, thicknesses of panels, veneer species of solid woods shall be as noted on the accompanying drawings.
- E. Materials Abbreviations:
 - 1. P.S. – Plain-sawed.
 - 2. Q.S. – Quarter-sawed.
 - 3. R.S. – Rift-sawed.
 - 4. T. & G – Tongue and grooved.
 - 5. P.P. – Ponderosa Pine
 - 6. U.B. – Unselected Birch
 - 7. POP – Poplar
 - 8. S.R.B.- Select Red Birch
 - 9. S.W.B. – Select White Birch
 - 10. C.W.P. – Clear White Pine
 - 11. W.P. – White Pine.

2.03 FABRICATION

- A. In general millwork shall be fabricated in the shop in largest units possible and delivered to the project site for installation. Where necessary to fit units at the Project site, allowance shall be made for cutting and fitting.
- B. Not all details of millwork are shown on the Drawings. The fabricator shall utilize the most advantageous manufacturing processes to achieve the quality of millwork indicated herein by reference to AWI Quality Standards.
- C. Fabricate standing and running trim in accordance with AWI Section 300, Custom Grade.
- D. Shop assemble work for delivery to site, permitting passage through building openings.
- E. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.

2.04 SHOP FINISHING

- A. Sand work smooth and set exposed nails and screws.
- B. Apply wood filler in exposed nail and screw indentations.
- C. On items to receive transparent finishes, use wood filler which matches surrounding surfaces and types recommended for applied finishes.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine the areas and conditions under which finish carpentry work is to be performed and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with work until unsatisfactory conditions have been corrected.
- B. Verify adequacy of backing and support framing.
- C. Verify mechanical, electrical, and building items affecting work of this section are placed and ready to receive this work.

3.02 PREPARATION

- A. Verify all measurements at the building and provide any necessary closures and trim to fit the items to enclosing walls. Provide other trades with information necessary for proper completion of related work.
- B. Condition all work to average prevailing humidity conditions in installation areas prior to installing.

3.03 INSTALLATION

- A. General:
 - 1. Work shall be installed by experienced finish carpenters only. Work shall be erected plumb, true and square in a substantial manner. Finished work shall be neatly installed, free of slivers, open joints and hammer or tool marks. Blind nail finished work insofar as possible and set surface nails.
 - 2. Woodwork: Install plumb, level, true and straight with no distortions. Shim as required using concealed shims. Cut to fit unless specified to be shop fabricated or shop-cut to exact size. Where woodwork abuts other finished work, scribe and cut for accurate fit. Before making cutouts, drill pilot holes at corners. Distribute defects allowed in the quality grade specified to the best over-all advantage, when installing job assembled woodwork items.

3.04 INSTALLATION OF STANDING AND RUNNING TRIM

- A. Trim and Moldings: Install in single, unjointed lengths for openings and for runs less than 10 feet. For longer runs, use only one piece less than 10 feet in any straight run. Stagger joints in adjacent members. Cope at returns and mitre at corners.
 - 1. Attach securely in place with uniform joints providing for thermal and building movements.

2. Nailing: Blind nail where possible. Use fine finishing nails where exposed. Set exposed nail heads for filling.
 3. Anchoring: Secure woodwork to anchors or blocking built-in or directly attached to substrates.
- B. Preparation for Finish: Clean woodwork and fill nail holes in preparation for finishes specified under Painting Sections of these Specifications. Where woodwork is to receive a transparent finish, use matching wood filler.

3.05 INSTALLATION OF WOOD DOORS

- A. Provide clearances at jambs and heads not to exceed 1/8" and at bottoms not to exceed 3/8", except where indicated to be uncut or where required to clear thresholds.
- B. Install doors to operate easily and close accurately against stops without binding or rubbing the frame. Doors shall engage positively with the strikes when doors are closed with moderate force.

3.06 INSTALLATION OF FINISH HARDWARE

- A. Apply to finish hardware as recommended by hardware manufacturer and as required. Fit lock and latch sets in their respective doors and remove before finishing of doors. Reinstall hardware after finishing of doors is completed. Upon completion, adjust and lubricate hardware for proper operation.
- B. Instruct Owner's Personnel in the proper adjustment and maintenance of hardware.

3.07 MISCELLANEOUS INSTALLATION

- A. Install such items as signage, fire extinguishers, toilet room accessories, miscellaneous specialties, and other items furnished by others requiring fasteners, cutting, trimming, and scribing of furnished materials or finished substrate.
1. Install plumb, level, true and straight.
 2. Install according to manufacturer's printed instructions and in accordance with recommendations under the respective Sections.

3.08 ERECTION TOLERANCES

- A. Maximum Variation from True Position: 1/16 inch.
- B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch.

END

SECTION 06240

LAMINATES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The work contemplated under this section consists of the furnishing of all labor, materials, equipment and services required for the installation of laminates as indicated on the accompanying working drawings or as specified herein.

1.02 SPECIAL INSTRUCTIONS, NOT CONTAINED HEREIN

- A. This Contractor is referred to "Instructions to Contractors" for complete information regarding any special instructions affecting his bid or his work on this Project.

1.03 RELATED SECTIONS

- A. Section 06200 - Finish Carpentry
- B. Section 08520 - Aluminum Windows

1.04 REFERENCES

- A. AWI (Architectural Woodwork Institute): "Architectural Woodwork Quality Standards, Guide and Specifications and Quality Certification Program" Guidelines.
- B. ANSI A-161.2
- C. DLPA (Decorative Laminate Products Association)

1.05 SUBMITTALS

- A. Product Data: Provide laminate manufacturer, pattern, color, and finish.
- B. Manufacturer's Instructions: Indicate installation methods.

1.06 DELIVERY, STORAGE, AND PROTECTION

- A. Deliver laminate to project site in protective enclosure.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Wilsonart International
- B. Formica Corp.
- C. Nevamar
- D. Substitutions: See Section 01630.

2.02 MATERIALS

- A. High pressure decorative laminate, 0.050 inch thickness general purpose Grade 10, shall be selected from standard colors, matte finish. Coverings shall be contact-glue adhered to indicate surfaces with all exposed edges trimmed and bullnosed to produce a smooth edge.
 - 1. Provide 1" built-up edges as indicated on Drawings.
 - 2. Construction: Continuous sheet (post-formed) with no drip bull nose edge.

PART 3 EXECUTION

3.01 PREPARATION

- A. Take care to ensure an appropriate moisture balance between the laminate and the substrate prior to fabrication. The face and backing laminates and the substrate should be conditioned in the same environment for 48 hours before fabrication. Recommended conditioning temperature is about 75 degrees F (24 degrees C). Laminates should be conditioned at about 45% relative humidity. With post-forming machinery, a sheet will form at a nominal temperature of 325 degrees F (163 degrees C).

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. To avoid stress cracking, do not use square-cut corners. All inside corners should have a minimum of 1/8 inch radius and all edges should be routed smooth.
- C. Assembled pieces should meet the specifications of DLPA, ANSI A-161.2-1979, and "Architectural Woodwork Quality Standards, Guide and Specifications and Quality Certification Program" guidelines of the Architectural Woodwork Institute where applicable.

3.03 CLEANING

- A. Clean laminates according to manufacturer's specifications.

END

SECTION 07900

JOINT SEALERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. The work contemplated under this Section consists of all labor, materials, equipment and services required for the installation of all sealant as indicated on the accompanying working drawings or as specified herein.
- B. The following items are listed as a guide in determining the Project requirements, but not necessarily limited to the following:
 - 1. Sealants and joint backing.

1.02 SPECIAL INSTRUCTIONS, NOT CONTAINED HEREIN

- A. This contractor is referred to "Instructions to Contractors" for complete information regarding any special instructions affecting his bid or his work on this project.

1.03 REFERENCES

- A. ASTM C 834 – Standard Specification for Latex Sealants.
- B. ASTM C 920 – Standard Specification for Elastomeric Joint Sealants.
- C. ASTM C 1193 – Standard Guide for Use of Joint Sealants
- D. ASTM D 1667 – Standard Specification for Flexible Cellular Materials – Vinyl Chloride Polymers and Copolymers (Closed-Cell Foam).

1.04 SUBMITTALS

- A. Manufacturer's Literature: Materials description and installation instructions for each compound and filler.
- B. Samples: Samples of each compound and filler for color selection.

1.05 DELIVERY, STORAGE, AND PROTECTION

- A. Handle and store sealant material at the job site in such a manner as to prevent damage. Packaged material shall be in original containers with seal unbroken and labels intact until time of use. Wrapped or bundled material shall bear the name of the manufacturer and the product. Damaged and otherwise unsuitable material, when so determined, shall be immediately removed from the project site.

1.06 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.
- B. Do not install sealants during rain, snow, or when temperatures are below or above manufacturer's recommended limitations for installation. Proceed with the work only when forecasted weather conditions are favorable for proper cure and development of high early bond strength.
- C. Wherever joint width is affected by ambient temperature variations, install sealants only when temperatures are in the lower third of manufacturer's recommended installation temperature range, so that sealant will not be subject to excessive elongation and bond stress at extremely low temperatures.

1.07 WARRANTY

- A. The Contractor shall warrant the sealing of joints to be free of faults and defects in accordance with the General Conditions, except the warranty shall be for two (2) years.
- B. Include coverage for installed sealants and accessories which fail to achieve airtight seal and watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 SEALANTS

- A. Type S1 – General Purpose Exterior and Interior Sealant: Polyurethane; ASTM C 920, Grade NS, Class 25, Uses M, G, and A; multi-component.
 - 1. Color: Standard colors matching finished surfaces.
 - 2. Product: "Dynatrol 11" manufactured by Pecora Corp.
 - 3. Product: "Sikaflex – 2c MS" manufactured by Sika Building Products Division, ChemRex, Inc.
 - 4. Product: "Dymeric" manufactured by Tremco, Inc.
 - 5. Product: "Sonolastic NP2" manufactured by Sonneborn Building Products Division, ChemRex, Inc.
 - 6. Applications: Use for:
 - a. Control, expansion, and soft joints in masonry.
 - b. Joints between concrete and other materials.
 - c. Joints between metal frames and other materials.
 - d. Other exterior joints for which no other sealant is indicated.
- B. Type S2 – Exterior Metal Lap Joint Sealant: Butyl or polysobutylene, nondrying, nonskinning, noncuring.
 - 1. Product: "BC-158" manufactured by Pecora Corp.
 - 2. Product: "Sonneborn Multi-Purpose Sealant" manufactured by Sonneborn Building Products Division, ChemRex, Inc.
 - 3. Product: "Butyl Sealant" manufactured by Tremco, Inc.
 - 4. Applications: Use for:

- a. Concealed sealant bead in sheet metal work.
 - b. Concealed sealant bead in siding overlaps.
- C. Type S3 – General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C 834, single component, paintable.
 - 1. Color: Standard colors matching finished surfaces.
 - 2. Product: "AC-20" manufactured by Pecora Corp.
 - 3. Product: "Sonolac" manufactured by Sonneborn Building Products Division, ChemRex Inc.
 - 4. Product: "Tremco Acrylic Latex 834" manufactured by Tremco, Inc.
 - 5. Applications: Use For:
 - a. Interior wall and ceiling control joints.
 - b. Joints between door and window frames and wall surfaces.
 - c. Other interior joints for which no other type of sealant is indicated.
- D. All sealant and caulking colors shall be selected by the Architect from manufacturer's standard selections, unless otherwise specified herein.

2.02 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D 1667, closed cell PVC: oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine the areas and conditions under which sealant work is to be performed and notify the contractor in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with work until unsatisfactory conditions have been corrected.
- B. Verify that substrate surfaces and joint openings are ready to receive work.
- C. Verify that joint backing and release tapes are compatible with sealant.

3.02 PREPARATION

- A. Clean surfaces and remove protective coatings which might fail in adhesion or interfere with bond of compound so that surfaces are free of deleterious substances which might impair the work. Except as otherwise approved by the manufacturer, elastomeric sealants shall not be applied to joint surfaces

previously treated with paint, lacquer sealer, curing compound, water repellent or other coating until such coatings have been entirely removed.

- B. Remove loose materials and foreign matter which might impair adhesion of sealant.
- C. Clean and prime joints in accordance with manufacturer's instructions.
- D. Perform preparation in accordance with manufacturer's instructions and ASTM C 1993.
- E. Install bond breakers in locations and of type recommended by the sealant manufacturer to prevent bond of sealant to surface where such bond might impair the performance of the sealant.
- F. Protect elements surrounding the work of this section from damage or disfigurement.

3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C 1193.
- C. Compounds shall not be installed below a temperature of 40 degrees F. unless the manufacturer specifically permits application of his materials at a lower temperature. If job conditions require the installation of compounds below 40 degrees F (or below the minimum installation temperature recommended by the manufacturer) consult the manufacturer's representative and establish the minimum provisions required to ensure the satisfactory work.
- D. Install rod stock in all joints to receive sealant unless otherwise detailed. Use proper size and shape pieces so that installed rod stock is compressed 25 to 30 percent and face of rod stock is at the required depth. Do not twist or braid rod stock. Carefully roll rod stock into the joint. Carefully roll rod stock into the joint without stretching.
- E. Confine compounds to joint areas shown. Use masking tape to prevent staining of adjoining surfaces or spillage and migration of compound out of the joints. Tool surface to shape shown or, if none shown, to flush or slightly concave surface. Remove excess compound and clean adjoining surfaces as may be required to establish any indication of soiling or migration.
- F. Use power driven equipment wherever possible to install compounds to ensure uniformity of application and the highest quality of workmanship.
- G. Where thru-wall penetrations occur in exposed spaces, seal joint between hole or sleeve, and penetration at both faces of wall. Elsewhere sealant is required on exposed face of wall only.

- H. Use polyurethane sealant (Type S1) at the exterior perimeter of window frames, door frames, all miscellaneous frames, for wall construction, and control or expansion joints.
- I. Use butyl rubber sealant (Type S2) for bedding thresholds and sill plates.
- J. Use acrylic latex sealant (Type S3) for perimeter of interior door and window frames and other interior applications only, except as follows:
 - 1. DO NOT use this material
 - a. Where joint movement is expected in excess of the materials specified capabilities.
 - b. Where a sealant is otherwise shown or specified above for use.

3.04 CLEANING

- A. Clean off excess sealants and sealant smears adjacent to joints as work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.

3.05 PROTECTION OF FINISHED WORK

- A. Protect joint sealant during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of Substantial Completion. If damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealant immediately and reseal joints with new materials to produce joint sealant installation with repaired areas indistinguishable from original work.

END

SECTION 08520

ALUMINUM WINDOWS

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. The work contemplated under this Section consists of the furnishing of all labor, materials, equipment and services required for the installation of all aluminum windows as indicated on the accompanying drawings or as specified herein.
- B. Material: aluminum windows as on the drawings and specified in this section
- C. Installation: labor, tools, and material needed to remove existing window units prepare existing openings, and install new aluminum windows.
- D. Glass and glazing, hardware, sealants, weatherstripping, insect screens, trim, accessories, etc.

1.02 RELATED SECTIONS

- A. Section 06200 – Finish Carpentry
- B. Section 07900 – Joint Sealers

1.03 REFERENCES

- A. AAMA – American Architectural Manufacturers Association
 - 1. AAMA/NWWDA 101/I.S.2 – 97 "Voluntary Specifications for Aluminum, Vinyl (PVC) and Wood Windows and Glass Doors."
 - 2. AAMA 502-90 "Voluntary Specification for Field Testing of Windows and Sliding Glass Doors."
 - 3. AAMA 603.8-92 "Voluntary Performance Requirements and Test Procedures for Pigmented Organic Coatings on Extruded Aluminum."
 - 4. AAMA 605.2-92 "Voluntary Specification for High Performance Organic Coatings on Architectural Aluminum Extrusions and Panels."
 - 5. AAMA 607.1-77 "Voluntary Guide Specification and Inspection Methods for Clear Anodic Finishes for Architectural Aluminum."
 - 6. AAMA 608.1-77 "Voluntary Guide Specification and Inspection Methods for Electrolytically Deposited Color Anodic Finishes for Architectural Aluminum."
 - 7. AAMA 701-92 "Voluntary Specification for Pile Weatherstripping."
 - 8. AAMA 800-92 "Voluntary Specifications and Test Methods for Sealants."
 - 9. AAMA 902-94 "Voluntary Specification for Sash Balances."
 - 10. AAMA 1503.1-88 "Voluntary Test Method for Thermal Transmittance and Condensation Resistance of Windows, Doors, and Glazed Wall Sections."
 - 11. AAMA CW-10-82 "Care and Handling of Architectural Aluminum from Shop to Site."

- B. ASCA – Architectural Spray Coaters Association – ASCA 96 “Voluntary Specification for Superior Performance of Organic Coatings on Architectural Aluminum Curtainwall, Extrusions and Miscellaneous Aluminum Components.”
- C. ASTM – American Society for Testing and Materials
 - 1. ASTM E 90-90 “Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions.”
 - 2. ASTM E 283-91 “Standard Test Method for Rate of Air Leakage Through Exterior Window, Curtain Walls, and Doors.”
 - 3. ASTM E 330-90 “Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.”
 - 4. ASTM E 331-93 “Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.”
 - 5. ASTM E 547-93 “Standard Test Method for Water Penetration of Exterior Window, Curtain Walls, and Doors by Cyclic Static Air Pressure Differential.”
 - 6. ASTM E 774-92 “Specification for Sealed Insulating Glass Units.”

1.04 SYSTEM DESCRIPTION

- A. AAMA Designation: H-C50.
- B. Windows: 3” to 3 ¼” frame depth, extruded aluminum with integral structural polyurethane thermal break in the frame and sash members; retrofit / replacement frame; finish shall be factory-applied; frames and sash factory-assembled.
 - 1. 4 1/2” frame depth also acceptable provided all other specifications of this section are met or exceeded.
- C. Configuration: double hung; top and bottom sash side load for removal, after extending the concealed jamb take-out clips; continuous head and sill in multiple window configurations.
- D. Glazing: 7/8” insulating glass [or single lites in non-thermal sash]; reusable flexible PVC channel gasket with weep holes; glass description in paragraph 2.04; factory-glazed.

1.05 PERFORMANCE REQUIREMENTS

- A. Conformance to H-C50 specifications in AAMA/NWWDA 101/I.S.2 – 97 when tests are performed on the prescribed 4’6” x 7’6” minimum test size with the following test results:
 - 1. Air infiltration: maximum .15 cfm/square foot when tested per ASTM E 283-91 at a static air pressure difference of 1.57 psf.
 - 2. Water Penetration: no uncontrolled water leakage when tested per ASTM E 547-86 and ASTM E 331-85 at a static air pressure difference of 7.5 psf.
 - 3. Uniform Structural Load: no glass breakage, permanent damage to fasteners or hardware or any other damage which would use the window to be inoperable, and maximum .4% permanent deformation of the span of any

frame or sash member when tested per ASTM E 330-90 at a static air pressure difference of 75 psf.

- B. Thermal testing per AAMA 1503.1-88, at the prescribed 4' 0" x 6' 0" test size glazed with 7/8" insulating glass made with 1/8" clear and 1/8" Low E lites and Argon gas, with the following test results:

1. Condensation Resistance Factor: minimum 49 frame CRF.
2. Thermal Transmittance: maximum .47 BTU/HR/SQ. FT/F U value.

1.06 SUBMITTALS

- A. Shop drawings: window location chart; typical window elevations; details of assemblies, hardware, and glazing details for factory-glazed units.
- B. Product data: manufacturer's specifications and test reports from an AAMA-accredited laboratory.
- C. Samples: each specified finish for aluminum; other samples as requested.

1.07 QUALITY ASSURANCE

- A. Submit for Prebid approval ten days prior to bid opening a sample window representing the bid window except for color and valid test reports from an AAMA-accredited laboratory conforming to test results in Paragraph 1.07.
- B. Acceptance will be by addendum only as no verbal approvals will be allowed.
- C. Submit bid on prequalified products in Prebid written addendum. Bidder must identify manufacturer and model of product on which the bid is based.
- D. Furnish a valid AAMA "Notice of Product Certification" indicating that the windows for the project conform to AAMA/NWWDA 101/I.S.2 – 97.
- E. Furnish visible, permanent IGCC certification labels for the CBA rating level on dual-seal double insulating glass units.
- F. Manufacturer's warranties:
1. Windows: warrant for one year against defects in material or workmanship under normal use.
 2. Dual-seal insulating glass units: warrant seal for five years against visual obstruction from film formation or moisture collection between internal glass surfaces, excluding that caused by glass breakage or abuse.
 3. Paint finish: DuranarTM organic finish conforming to ASCA 96 and AAMA 605.2-92; warrant for fifteen years against chipping, peeling, cracking, chalking, or fading.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Handle and protect windows and accessories in accordance with AAMA CW-10-82 until project completion.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable manufacturers:
 - 1. Traco
 - 2. Quaker
 - 3. Manko
 - 4. Columbia
 - 5. Win-Vent.
- B. Other acceptable manufacturers who have demonstrated a successful history of manufacturing for ten (10) years equivalent products.
- C. Basis of Design: Traco TR-9900

2.02 MATERIALS

- A. Aluminum extrusions: produced from commercial quality 6063-T5 alloy; free from defects impairing strength and durability.
- B. Hardware: concealed head aluminum snap lock; sill aluminum snap lock; integral extruded aluminum keeper groove (zinc cam meeting rail lock – one per window under 48" wide, two on wider windows).
- C. Weatherstrip: secured in extruded ports; double rows on sash perimeters; rigid PVC weatherseal in one side of the vertical stiles, one flexible thermoplastic rubber bulb+flap seal in bottom sash lift rail in contact with exterior frame sill, and pile conforming to AAMA 701-92 with polypropylene center fin in the remaining locations.
- D. Balances: block and tackle conforming to AAMA 902-92 and of appropriate capacity to hold sash stationary and permit smooth operation.

2.03 FABRICATION

- A. Frame: head and sill coped and fastened to jambs with two stainless steel screws per frame corner; corners factory-sealed with sealant conforming to AAMA 800-92.
- B. Sash: tubular horizontal sash rails coped and fastened to vertical sash stiles with a telescope-design joint secured with two stainless steel screws per sash corner; corners factory-sealed with sealant conforming to AAMA 800-92.
- C. Sash design: continuous extruded pull-down rail on top sash exterior (and interior), and lift rail on bottom sash interior; mechanical meeting rail interlock; sash bypass for glass cleaning; weep holes for drainage.

2.04 DOUBLE INSULATING GLASS UNITS

A. Construction

1. Dual perimeter sealants: polyisobutylene and silicone.
2. Air space: continuous aluminum, no corner keys; desiccant (argon-filled).

B. Exterior glass lite

1. Thickness: 1/8"
2. Tint: As selected by Architect from manufacturer's standard tints.
3. Type: Tempered

C. Interior glass lite

1. Thickness: 1/8"
2. Tint: clear
3. Type: annealed

D. Performance

1. Seal durability: conformance to ASTM E 774-92; visible, permanent IGCC certification label for CBA rating level

2.05 FINISH ON ALUMINUM EXTRUSIONS

- A. Application: on clean extrusions free from serious surface blemishes; on exposed surfaces visible when installed product's operating sash are closed.
- B. Coating: PPG Duranar™ with resin containing 70% fluoropolymer; thermosetting; alternative finishes will not be acceptable.
- C. Quality standard: conforming to ASCA 96 including 10 years Florida exposure and 4000 hours humidity tests, and AAMA 605.2-92.
- D. Pretreatment: five-stage, zinc chromate conversion coating.
- E. Application: electrostatic spray and oven bake by approved applicator.
- F. Coating quantity: minimum one primer coat and one color coat.
- G. Dry film thickness: minimum 1.2 mils on exposed surfaces, except inside corners and channels.
- H. Color: As selected by Architect from manufacturer's standard colors (to match existing Dark Bronze at other ACHA properties).

2.06 INSTALLATION ACCESSORIES

- A. Material: extruded aluminum, nominal .062" wall; with exposed surfaces finished to match window color and finish performance; concealed fasteners; required weatherseals; designed for unrestricted expansion and contraction.
- B. Exterior: wrap around panning; reset panning; two-piece mullion cover; two-piece head and jamb receptor with thermal break; subsill with thermal break and end dams; sill cover; slip-on expanders.
- C. Interior: two-piece snap trim.

PART 3 EXECUTION

3.01 PREPARATION

- A. Remove existing windows and prepare openings to be in tolerance, plumb, level, provide for secure anchoring, and in accordance with approved shop drawings.

3.02 INSTALLATION

- A. Install windows in accordance with manufacturer's recommendations and approved shop drawings with skilled craftspeople who have demonstrated a successful history of installing windows for five (5) years. Install interior and exterior finished window trim.
- B. Provide required support and securely fasten and set windows plumb, square, and level without twist or bow.
- C. Apply sealant per sealant manufacturer's recommendations at joints, wipe off excess, and leave exposed sealant surfaces clean and smooth.

3.03 FIELD TESTING

- A. Test installed units in conformance with AAMA 502-90 for air and water infiltration with the window manufacturer, contractor, and owner present.
- B. Select test units as directed by the owner's representative and use an AAMA-accredited laboratory provided by the owner or contractor.

3.04 ADJUSTING AND CLEANING

- A. Adjust windows as necessary for smooth and weathertight operation, and leave windows clean and free of construction debris.

END

SECTION 09900

PAINTS AND COATINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. The work contemplated under this section consists of the furnishing of all labor, materials, equipment and services required to perform the painting work as indicated on the accompanying working drawings or as specified herein.
- B. The following items are listed as a guide in determining the Project requirements, but not necessarily limited to the following:
 - 1) Painting of interior and exterior exposed items and surfaces shown and those scheduled to be painted as part of the general construction.
 - 2) The work also includes field painting of miscellaneous wood and metal fabrications including but not limited to: all exterior work; trim, stairs, ladders, gates and railings in finished and unfinished spaces; all miscellaneous frames; and all miscellaneous framing and supports, trim and lintels in finished spaces.
 - 3) "Paint" as used herein means all coating systems, materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
 - 4) Paint all exposed surfaces whether or not colors are designated in "Schedules" except where the natural finish of the material is specifically noted as a surface not to be painted. Where items or surfaces are not specifically mentioned, paint these the same as adjacent similar materials or areas. If color or finish is not designated, the Architect will select these from standard colors available for the materials systems specified.
 - 5) The following categories of work are not included in other sections of these specifications.
 - a. Shop priming.
 - b. Mechanical and electrical work except exposed in painted spaces.
 - c. Pre-finished items.
 - d. Finished wood and metal surfaces
 - e. Operating parts and labels.
 - f. Copper, brass, bronze, aluminum, stainless steel and other nonferrous metals.
 - 6) Do not paint over any code-required labels, such as Underwriters Laboratories and Factory Mutual or any equipment identification, performance rating, name or nomenclature plates.

1.02 SPECIAL INSTRUCTIONS, NOT CONTAINED HEREIN

- A. This contractor is referred to "Instructions to Contractors" for complete information regarding any special instructions affecting his bid or his work this Project.

1.03 REFERENCES

- B. ASTM D 16 – Standard Terminology for Paint, Coatings, Materials, and Applications.
- C. ASTM D 4442 – Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials.
- D. NPCA (US) – Guide to U.S. Government Paint Specifications; National Paint & Coatings Association.
- E. PDCA (MAN) – Architectural Specification Manual; Painting and Decorating Contractors of America.

1.04 SUBMITTALS

- A. Manufacturer's Instructions: Indicate special surface preparation procedures.
- B. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

1.05 QUALITY ASSURANCE

- A. Work shall conform to the recommendations of the Painting and Decorating Contractors of America (PDCA) for Type 1 work, unless otherwise specified herein.

1.07 DELIVERY, STORAGE, AND PROTECTION

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacture's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.08 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity range required by the paint product manufacturer.
- C. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.

- D. Minimum Application Temperature for Varnish Finishes: 65 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

1.09 EXTRA MATERIALS

- A. Supply 1 gallon of each color; store where directed.
- B. Label each container with color in addition to the manufacturer's label.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Paints:
 - 1. Benjamin Moore & Co.
 - 2. Devoe & Reynolds Co.
 - 3. Diamond Vogel Paints.
 - 4. The Glidden Co.
 - 5. Kwal-Howells, Inc.
 - 6. PPG Industries, Pittsburgh Paints
 - 7. Pratt & Lambert
 - 8. Sherwin-Williams Co.
- B. Provide undercoat paint produced by the same manufacturer as the finish coats. Use only thinners approved by the paint manufacturer, and used only within recommended limits.

2.02 PAINTS AND COATINGS - GENERAL

- A. Paints and Coatings: Ready mixed, except field-catalyzed coatings. Prepare pigments:
 - 1. To a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating.
 - 2. For good flow and brushing properties.
 - 3. Capable of drying or curing free of streaks or sags.

2.03 PAINT SYSTEMS SCHEDULE - EXTERIOR

- A. Paint WE-OP-3A – Wood, Opaque, Alkyd, 3 Coat:
 - 1) One coat of alkyd primer sealer.
 - 2) Two coats of alkyd enamel; Sheen as directed.
- B. Paint WE-OP-3L – Wood, Opaque, Latex, 3 Coat:
 - 1) One coat of latex primer sealer.
 - 2) Two coats of latex enamel; Sheen as directed.
- C. Paint WE-TR-V – Wood Transparent, Varnish, No Stain
 - 1) One coat sealer.
 - 2) Two coats of varnish; Seen as directed.

- D. Paint WE-TR-VS – Wood, Transparent, Varnish, Stain:
- 1) Filler coat (for open grained wood only).
 - 2) One coat of stain.
 - 3) One coat sealer.
 - 4) Two coats of varnish: Sheen as directed.
- E. Paint CE-OP-2A – Masonry/Concrete, Opaque, Alkyd, 2 Coat:
- 1) One coat of block filler (tinted).
 - 2) One coat of alkyd enamel; Sheen as directed.
- F. Paint CE-OP-2L – Masonry /Concrete, Opaque, Latex, 2 Coat:
- 1) One coat of block filler (Tinted).
 - 2) One coat of latex enamel; Sheen as directed.
- G. Paint ME-OP-3A – Ferrous Metals, Unprimed, Alkyd, 3 coats:
- 1) One coat of alkyd primer.
 - 2) Two coats of alkyd enamel; Sheen as directed.
- H. Paint ME-OP-2A –Ferrous Metals, Primed, Alkyd, 2 coats.
- 1) Touch-up with zinc chromate primer.
 - 2) Two coats of alkyd enamel; Sheen as directed.
- I. Paint MgE-OP-3A – Galvanized Metals, Alkyd, 3 coat:
- 1) One coat galvanize primer.
 - 2) Two coats of alkyd enamel; Sheen as directed.
- J. Paint MaE-OP-3A – Aluminum and Copper, Unprimed, Alkyd, 3 coats:
- 1) One coat etching primer.
 - 2) Two coats of alkyd enamel; Sheen as directed.

2.04 PAINT SYSTEMS SCHEDULE – INTERIOR

- A. Paint WI-OP-3A – Wood, Opaque, Alkyd, 3 Coat:
- 1) One coat alkyd primer sealer
 - 2) Two coats of alkyd enamel; Sheen as directed
- B. Paint WI-OP-3L – Wood, Opaque, Latex, 3 coat
- 1) One coat of latex primer sealer.
 - 2) Two coats of latex enamel; Sheen as directed.
- C. Paint WI-TR-V – Wood, Transparent, Varnish, No Stain:
- 1) One coat sealer
 - 2) Two coats of varnish; Sheen as directed.
- D. Paint WI-TR-VS – Wood, Transparent, Varnish, Stain
- 1) Filler coat (for open grained wood only).
 - 2) One coat of stain
 - 3) One coat sealer
 - 4) Two coats of varnish; Sheen as directed.

- E. Paint CI-OP-2A – Concrete/Masonry, Opaque, Alkyd, 2 coat
 - 1) One coat of block filler
 - 2) One coat of alkyd enamel; Sheen as directed.
- F. Paint CI-OP-2L – Concrete/Masonry, Opaque, Latex, 2 coat:
 - 1) One coat of block filler (tinted)
- G. Paint MI-OP-3A – Ferrous Metals, Unprimed, Alkyd, 3 coat:
 - 1) One coat of alkyd primer.
 - 2) Two coats of alkyd enamel; Sheen as directed
- H. Paint MI-OP-2A – Ferrous Metals, Primed, Alkyd, 2 coat
 - 1) Touch-up with alkyd primer.
 - 2) Two coats of alkyd enamel; Sheen as directed.
- I. Paint Mgl-OP-3A – Galvanized Metals, Alkyd, 3 coat
 - 1) One coat galvanize primer.
 - 2) Two coats of alkyd enamel; Sheen as directed.
- J. Paint Mal-OP-3A – Aluminum, Unprimed, Alkyd, 3 coat.
 - 1) One coat etching primer.
 - 2) Two coats of alkyd enamel; Sheen as directed.
- K. Paint CI-OP-3Af – Concrete/Masonry, Alkyd Floor Enamel, 3 coat
 - 1) One coat of alkali resistant primer.
 - 2) Two coats of alkyd floor enamel; Gloss
- L. Paint GI-OP-3A – Gypsum Board/Plaster, Alkyd, 3 coat.
 - 1) One coat of alkyd primer sealer.
 - 2) Two coats of alkyd enamel; Sheen as directed.
- M. Paint GI-OP-3L – Gypsum Boar/Plaster, Latex-Acrylic, 3 coat.
 - 1) One coat of latex primer sealer.
 - 2) Tow coats of latex enamel; Sheen as directed
- N. Paint Gi-OP-3LA – Gypsum Board/Plaster, Latex-Acrylic, 3 coat
 - 1) One coat of latex primer sealer.
 - 2) Two coats of latex-acrylic enamel; Sheen as directed.
- O. Paint GI-P-1A – Gypsum Board/Plaster, Alkyd Primer, 1 coat:
 - 1) One coat of alkyd primer sealer.

2.05 ACCESSORY MATERIALS

- A. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified; commercial quality.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover material: Latex filler.

2.06 COLORS

- A. Prior to beginning work the contractor shall obtain approval of colors for all surfaces to be painted. Each coat of paint shall be slightly lighter or darker than the preceding coat. Colors may not necessarily be the manufacturer's standard colors.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine the areas and conditions under which painting is to be applied and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.
- B. Verify that surfaces are ready to receive Work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. Test shop-applied primer for compatibility with subsequent cover materials.
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 - 1) Plaster and Gypsum Wallboard: 12 percent.
 - 2) Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
 - 3) Interior Wood: 15 percent, measured in accordance with ASTM D4442.
 - 4) Exterior Wood: 15 percent, measured in accordance with ASTM D 4442.

3.02 PREPARATION

- A. Surface Appurtenances: Remove or mask electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.
- B. Surfaces: Correct defects and clean surfaces, which affect work of this section. Remove or repair existing coatings that exhibit surface defects.
- C. Marks: Seal with shellac those which may bleed through surface finishes.
- D. Impervious Surfaces: Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.

- E. Concrete and Unit Masonry Surfaces to be painted: Remove dirt, loose mortar, scale, salt, or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
- F. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- G. Plaster Surfaces to be Painted: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
- H. Asphalt, Creosote, or Bituminous Surfaces to be Painted: Remove foreign particles to permit adhesion of finishing materials. Apply compatible sealer or primer.
- I. Insulated Coverings to be Painted: Remove dirt, grease, and oil from canvas and cotton.
- J. Concrete Floors to be Painted: Remove contamination, acid etch, and rinse floors with clear water. Verify required acid-alkali balance is achieved. Allow to dry.
- K. Aluminum Surfaces to be Painted: Remove surface contamination by steam or high pressure water. Remove oxidation with acid etch and solvent washing. Apply etching primer immediately following cleaning.
- L. Copper Surfaces to be Painted: Remove contamination by steam, high pressure water, or solvent washing. Apply vinyl etch primer immediately following cleaning.
- M. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- N. Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- O. Shop-Primed Steel Surfaces to Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces.
- P. Interior Wood Items to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and spay sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.

- Q. Interior Wood Items to Receive Transparent Finish: Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lightly between coats. Prime concealed surfaces with gloss varnish reduced 25 percent with thinner.

3.03 WORKMANSHIP AND APPLICATION

- A. Workmanship shall be first class in every respect with all materials evenly spread and smoothly flowed on without runs or sags.
- B. Employ only mechanics skilled in the particular type of work being performed.
- C. Finished work shall be free from brush marks, laps, streaks, sags, unfinished patches, or other blemishes.
- D. Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.
- 1) The number of coats and film thickness required is the same regardless of the application method.
 - 2) Apply additional coats when undercoats, stains, or other conditions show through final coat of paint until paint film is of uniform finish, color, and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.
- E. Brush out flow on each coat as required by the characteristics of the materials, or recommended by the manufacturer. Top or final coat of paint applied by spray to flat surfaces shall be back-rolled.
- F. Priming coat shall be of suitable type for each surface and compatible in each case with the finish paint.
- G. Allow each coat to dry thoroughly before applying next coat.
- H. The priming coat on interior concrete block shall be tinted to the approximate shade of the final coat. All suction spots or "hot-spots" in concrete after the application of the first coat shall be touched-up before applying the second coat, to produce an even result in the finish coat.
- I. Properly prepare and touch-up all scratches, abrasions or other disfigurements and remove any foreign matter before proceeding with the following coat. All spot-priming or spot-coating shall be featheredged into adjacent coatings to produce a smooth and level surface.
- J. Final coats shall not be applied until after other trades whose operations would be detrimental to finish painting have finished their work in the areas to be painted.

- K. Fill all nail holes with suitable filler.
- L. Finish recesses the same as adjoining rooms. Finish all other surfaces the same as nearest or adjoining surfaces unless otherwise shown.
- M. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Paint surfaces behind permanently-fixed equipment or furniture with prime coat only before final installation of equipment.
- N. Finish tops, bottoms and edges of all doors.
- O. If metal has been shop primed omit first coat, except for touch-up. Primer for touch-up shall be the same composition as shop primer.
- P. Where painted floor markings are shown on the Drawings, such markings shall be applied prior to the final application of sealer specified in Section 03300.
- Q. Mechanical and Electrical Work:
 - 1) Painting of mechanical and electrical work is limited to those items exposed in occupied spaces unless otherwise specified herein.
 - 2) Paint exposed items, identical with room and/or ceiling color or adjacent surfaces unless specifically noted otherwise.
 - 3) Mechanical items to be painted include, but are not limited to the following:
 - a. Piping, pipe hangers, and supports.
 - b. Heat exchangers.
 - c. Tanks.
 - d. Ductwork, insulation. Motor, mechanical equipment and supports.
 - e. Motor, mechanical equipment and supports.
 - f. Accessory items.
 - g. Rooftop gas piping.
 - 4) Electrical items to be painted include, but are not limited to the following:
 - a. Conduit and fittings.
 - b. Column mounted receptacles.
 - 5) Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint.
- R. Install hardware, switch plates and receptacle covers, lighting fixtures, etc. removed prior to painting.

3.04 ADJUSTING AND CLEANING

- A. Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not in compliance with specified requirements.
- B. At the completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.
- C. During the progress of the work, remove from the site and discard paint materials, rubbish, cans and rags at the end of each work day.

- D. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

3.05 PROTECTION

- A. Protect all work finished under this section and the work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing or replacing, and repainting, to the satisfaction of the Architect.
- B. Provide "Wet Paint" signs as required to protect newly painted finish. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.

3.06 SCHEDULES

- A. Paint Coordination: Provide finish coats which are compatible with prime paints used. Review other sections of these Specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates. upon request from other trades, furnish information on characteristics of finish materials proposed for use, to ensure compatible prime coats are used. Provide barrier coats over incompatible primers or remove and re-prime as required. Notify the Architect, in writing, of any anticipated problems using specified coating systems with substrates primed by others.

END