



EQUAL HOUSING
OPPORTUNITY

CHIP DIP, LLC

INVITATION FOR BIDS (IFB)

No. 247-MD-23-S

**PORCH REPLACEMENT FOR 200
CARROLL AVENUE, BRIDGEPORT**

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INTRODUCTION

Chip Dip, LLC (hereinafter, “the Agency”) is an instrumentality of The Housing Authority of the City of Bridgeport, which is a public entity that was formed to provide federally subsidized housing and housing assistance to low-income families, within the City of Bridgeport, CT. The Agency is headed by a Chief Executive Officer (CEO).

In keeping with its mandate to provide efficient and effective services, the Agency is now soliciting bids from qualified, licensed, and insured entities to provide the above noted services to the Agency. All bids submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.

IFB INFORMATION AT A GLANCE

[Table No. 2]

AGENCY CONTACT PERSON	Gina Vadney, Procurement Manager Telephone: (203) 337-8831 E-Mail: gvadney@parkcitycommunities.org
PRE-BID CONFERENCE & WALKTHROUGH OF SITE	Tuesday, April 16, 2024 @ 10:00 am *Meeting will be at the site location
LAST DAY TO SUBMIT QUESTIONS	Thursday, April 18 @ 12:00 PM (noon) *all questions must be submitted in writing via email
LAST DAY FOR ADDENDA	Friday, April 19, 2024 5:00 pm *All addenda will be posted on the PCC website: www.parkcitycommunities.org
BID SUBMITAL DEADLINE	Tuesday, April 23, 2024 @ 10:00 am Administrative Office, 150 Highland Ave., Bridgeport, CT 06604
PUBLIC BID OPENING	Tuesday, April 23, 2024 @ 10:15 am Administrative Office, 150 Highland Ave., Bridgeport, CT 06604
BOARD MEETING FOR CONTRACT AWARD APPROVAL	TBD

- 1.0 THE AGENCY'S RESERVATION OF RIGHTS.** The Agency reserves the right to:
- 1.1 Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the Agency to be in its best interests.
 - 1.2 Right to Not Award.** Not to award a contract pursuant to this IFB.
 - 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10-days written notice to the successful bidder(s).
 - 1.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful bidder(s) shall provide the services called for in this IFB.
 - 1.5 Right to Retain Bids.** Retain all bids submitted and to not permit withdrawal for a period of 120 calendar days, subsequent to the deadline for receiving bids without the written consent of the Agency Contracting Officer (CO).
 - 1.6 Right to Reject any Bid.** Reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
 - 1.7 No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
 - 1.8 Right to Prohibit.** At any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve the Agency, but not the prospective bidder, of any responsibility pertaining to such issue.
 - 1.10 Right to Reject - Obtaining Competitive Solicitation Documents.** Park City Communities' website (www.parkcitycommunities.org) is the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on PCC's website. Any other group such as a bid depository that informs potential respondents of the availability of such competitive solicitations is hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit PCC's website to obtain the documents. The Agency will reject without consideration any response submitted from a firm that has not obtained the documents from PCC's website.

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- 2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS.** The Agency is seeking bids from qualified and licensed entities to provide the Agency with the following detailed services:
- 2.1 Specific Scope of Work.** The work shall consist of the Contractor furnishing all labor, materials, and equipment to provide the construction services as detailed within Attachment H attached hereto. Generally speaking, and as further detailed within the preceding-named Attachments, the work consists of:
- 2.1.1** Demolition and replacement of back porches on a three-story structure.
- 2.2 Contractor Responsibilities (in alpha order).**
- 2.2.1 Access for Emergency Vehicles.** The Contractor shall ensure that any equipment and/or vehicles that he/she places on the work site shall not be placed in such a position to interfere with access by any emergency vehicles or traffic by the public at-large. The Agency reserves the right to approve or reject (and demand the movement) of the placement of any such equipment or vehicles at any time during the performance of the contracted work if, in the opinion of the Agency, the placement of such equipment or vehicles does interfere with such traffic.
- 2.2.2 As-built Record Documents.** Do not use Record Documents for construction purposes; protect from loss in a secure location; provide access to Record Documents for the Agency's reference.
- 2.2.2.1** If issued, maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark-up these drawings to show the actual installation. Mark whichever drawing is most capable of showing conditions accurately. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
- 2.2.3 Communication.** The Agency shall be the primary on-site point of contact for the Contractor pertaining to this work. The Contractor shall be free to converse and communicate with the Agency during or between visits; however, all requests for changes or decisions shall be submitted to the Agency and approved by the CEO after receipt and consideration of written request from the Agency. The Agency anticipates that it will typically make a decision in such matters within 5 workdays of receipt, though such response time-frame may be shorter or longer depending on the situation; accordingly, the Contractor shall be required to submit such written requests in as timely a manner as reasonably possible. When construction commences, all communication must be directed to the designated Agency contact person only.
- 2.2.4 Contract End Items.** Upon completion of the project the Contractor must submit the following:
- 2.2.4.1** A separate payment request for the retainage;

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- 2.2.4.2 A one-year warranty letter from the Contractor;
 - 2.2.4.3 Consent of Surety to Final Payment;
 - 2.2.4.4 Contractor’s Affidavit of Release of Liens;
 - 2.2.4.5 Contractor’s Certificate and Release; and
 - 2.2.4.6 As- built’s (Mark-ups delivered to Agency).
- 2.2.5 **Contractor’s Request for Payment.** As detailed within Chapter 9, Procurement and Contract Administration, of Handbook 7485.1.
- 2.2.5.1 The Agency is responsible for making progress payments. Typically, progress payments for acceptable work and materials delivered and stored on the site will be made at 30-day intervals.
 - 2.2.5.2 Payment will be based on the percentage of work completed during a one-month period.
 - 2.2.5.3 A 10% retainage will be held on each payment request. A separate payment request for the return of the retainage will be required at the completion of the work.
 - 2.2.5.4 **Request for Payment Forms.** The Contractor shall submit a request for payment for this project on the following forms, each as may be appropriate:

[Table No. 3]

(1) IFB Section	(2) Attachment No.	(3) Form Description
2.2.5.4.1	G-6	form HUD-51000 (1/2014), <i>Schedule of Amounts for Contract Payments</i> ; NOTE: The Agency also retains the right to require any bidder (but most likely the apparent low bidder) to submit this fully completed form to the Agency at any point after the bid submittal deadline—this typically will occur when the Agency wishes to do an analysis of the bidder’s proposed cost to ascertain as to whether or not the bidder’s proposed cost is realistic, fair, and/or reasonable.
2.2.5.4.2	G-7	form HUD-51001 (1/2014), <i>Periodic Estimate for Partial Payment</i>
2.2.5.4.3	G-8	form HUD-51002 (1/2014), <i>Schedule of Change Orders</i>

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2.2.5.4.4	G-9	form HUD 51003 (1/2014), <i>Schedule of Materials Stored</i>
2.2.5.4.5	G-10	form HUD-51004 (1/2014), <i>Summary of Materials Stored</i>
2.2.5.4.6	G-11	form HUD-5372(1/2014), <i>Construction Progress Schedule</i>
2.2.5.4.7	G-12	All relevant Subcontractors Weekly Certified Payrolls must accompany the payment request utilizing form WH-347
2.2.5.4.8	N/A	Retainage. The Request for Payment form must list and clearly identify the retainage in the amount of 10% as a deduction to the subtotal of charges on the Request for Payment.

2.2.5.5 Review and Approval. The Agency will review each such Contractor request for payment and will approve the payment only if the following listed conditions are met. If the Contractor requests payment items which have not been completed in a satisfactory manner (“satisfactory,” as determined at the sole discretion of the Agency), the Agency shall hold payment for the unsatisfactory items, and pay the balance of the request (i.e., the undisputed portion). The Agency shall ensure:

2.2.5.5.1 The request for payment is consistent with the Agency-approved schedule of amounts for contract payments;

2.2.5.5.2 As further detailed within the preceding Section 2.2.5.3 herein, the total of the request for payment does not include the amount to be retained by the Agency under the contract (retention or retainage);

2.2.5.5.3 The work covered by the request for payment has been performed in accordance with the construction documents;

2.2.5.5.4 The Periodic Estimate for Partial Payment has been properly executed on all applicable supporting documentation submitted; and

2.2.5.5.5 The Contractor has submitted all required reports such as payroll reports.

2.2.5.6 Distribution of Documents. The Contractor shall submit 2 original copies and 1 additional copy of all documentation required. The Agency shall retain the 2 original Periodic

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Estimate for Partial Payment requests and all applicable supporting documentation for its file and return 1 copy of all such forms to the Contractor.

- 2.2.6 Debris.** The Contractor shall clean work areas daily, at the end of the workday, of all work-generated debris which may endanger the safety of the others (the public; Agency residents; etc.).
- 2.2.6.1** All work areas must be kept sanitary and clean of any trash. Debris from work must be removed from living areas.
- 2.2.6.2** The Contractor must examine the work area and determine any unsuitable work condition.
- 2.2.6.3** Any required removal or replacement of this work caused by unsuitable conditions will be just cause for the Contractor to bear the expense. Notice of unsuitable conditions shall be brought to the Agency's representative in written form.
- 2.2.6.4** The Contractor shall provide a construction dumpster as needed to dispose and removal all debris. The use of the Agency dumpsters is prohibited.
- 2.2.7 Delivery of Materials.** The Contractor and each Subcontractor shall inspect the site and determine the availability of storage space and trucking facilities to bring material or equipment into the building, or any other factors affecting the work under this Contract.
- 2.2.7.1** Long lead items should be ordered as soon as possible, after contracts are signed, to expedite shop drawings and delivery of materials to site. Advance planning will be important to ensure timely delivery of materials.
- 2.2.8 Final Inspection and Punch List.** The Agency shall provide one (1) final inspection site visit to develop the final Punch List when the following are completed:
- 2.2.8.1** All new construction and installations are 100% complete and operational.
- 2.2.8.2** A test and balance report have been completed and delivered to the Agency for review.
- 2.2.8.3** All final inspections and permits have been closed and delivered to the Agency and Agency.
- 2.2.8.4** When the Contractor has completed all work, and feels substantial completion has been achieved, the Contractor must document and request a final inspection and punch list be

performed by the Agency. This will document the one (1) final inspection and punch list by the Agency.

- 2.2.8.5 When the Contractor has completed all the punch list items, the Contractor shall document and request a final re-inspection by the Agency.
 - 2.2.8.6 The Agency will provide a one (1) final site visit for re-inspection of the punch list items.
 - 2.2.8.7 If the Agency feels the punch list items have not been completed satisfactorily, notice will be given to the Contractor.
 - 2.2.8.8 All punch list items must be completed at the time of substantial and final acceptance.
 - 2.2.8.9 If the final punch list items are not complete at the time of the final the retainage will be withheld until final acceptance by the Agency.
- 2.2.9 **Lay-out and Dimensions.** The Contractor and each Subcontractor shall verify, and field check, all plan dimensions, elevations, and quantities on both the existing building and the new work under their respective responsibilities before proceeding with work. Discrepancies must be brought to the attention of the Agency in writing for clarification or correction. Any Contractor failing to exercise such precautions shall be held responsible for the cost of correcting any resulting errors.
- 2.2.10 **Maintenance Manuals (if applicable).** Organize maintenance data into sets of manageable size. Bind in individual heavy-duty 2-inch, 3-ring vinyl-covered binders, with pocket folders for folded sheet information. Mark identification on front and spine of each binder. Include the following information:
- 2.2.10.1 Maintain Emergency instructions;
 - 2.2.10.2 Spare parts list;
 - 2.2.10.3 Copies of warranties;
 - 2.2.10.4 Wiring diagrams;
 - 2.2.10.5 Recommended "turn around" cycles;
 - 2.2.10.6 Inspection procedures; and,
 - 2.2.10.7 Shop Drawings and Product Data.

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2.2.11 Operating and Maintenance Instructions (if applicable). Arrange for the installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Include a detailed review of the following:

2.2.11.1 Maintenance manuals;

2.2.11.2 Spare parts and materials;

2.2.11.3 Tools;

2.2.11.4 Lubricants;

2.2.11.5 Control sequences;

2.2.11.6 Hazards;

2.2.11.7 Warranties and bonds;

2.2.11.8 Maintenance agreements and similar continuing commitments;

2.2.11.9 Start up and shutdown;

2.2.11.10 Emergency operations;

2.2.11.11 Noise and vibration adjustments; and

2.2.11.12 Safety procedures.

2.2.12 "Or Equal" Specifications. Herein, or within the attached specifications, whenever the Agency has listed a specific brand name, the words "or equal" shall automatically apply thereto. This term "or equal" means that the apparent successful bidder may propose to provide an alternate product as long as such proposed alternate product, in the opinion of the Agency, meets the minimum specifications. As detailed within Section 9.3.B.3 of HUD Procurement Handbook 7460.8 REV 2, brand names are listed herein for "establishing design and quality standards" for the product identified. If a bidder wishes to provide a different product than the product the Agency has identified, the Agency will be pleased to respond to any specific written request from a bidder with a listing of the "essential characteristics" for any such product (the bidder may also, if he/she wishes, wait to see if the firm is the apparent successful bidder then submit such written request after the bid submittal deadline when the Agency will evaluate such alternate products, if submitted).

2.2.12 Payroll Reports. The Contractor shall, during the term of the work, within 7 days of the end of any weekly payroll period, forward to the Agency a copy of the weekly payroll.

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- 2.2.13.1 The Contractor is hereby made aware that the Agency will conduct periodic on-site wage surveys of the Contractor's staff working at the site. It is the responsibility of the Contractor to ensure that such work staff cooperate fully with the Agency interviewer. Relating to such interviews, please also see form HUD-11 (08/2004), Attachment G-13, attached hereto.
- 2.2.14 **Permits.** The Contractor shall obtain any and all required permits pertaining to any assigned work at his/her expense.
- 2.2.15 **Required Licensing.** The Contractor(s) shall be in possession of any current appropriate licensing that may be required by the County of Fairfield and/or the State of Connecticut.
- 2.2.16 **Retainage.** Retainage for this work shall be in the amount of 10 percent, which shall be applied to each payment until final payment, at which time all retainages held will be paid by the Agency to the Contractor.
- 2.2.17 **Safety.** It shall be the responsibility of the Contractor to ensure, at all times during the performance of the work, to the maximum extent feasible, to protect the safety of Agency residents and staff, the Contractor's staff, and subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations.
- 2.2.18 **Security during Work.** The Contractor shall take all means necessary to maintain the security of the area in which they are working. These security measures must be carried out on a twenty-four-hour basis, not just during the normal work hours.
- 2.2.19 **Site Assessment.** The Contractor and contracted subcontractors are strongly encouraged to examine the project site before submitting a bid.
- 2.2.19.1 A Pre-bid Conference and walk-through is scheduled as noted within the preceding Table No. 2 herein. Due to the complexity of the project attendance is strongly encouraged, although not mandatory.
- 2.2.19.2 Additional site visits after the Pre-bid Conference may be scheduled. The Contractor must contact the Agency Contact Person listed within the preceding Table No. 2 herein to schedule a site visit. Allow a minimum of three (3) business days to schedule an appointment. Unscheduled visits are prohibited.
- 2.2.20 **Temporary Facilities.** It shall be the responsibility of the Contractor to provide any temporary facilities that may be required, including, but not limited to temporary toilets; water; fencing; barricades; lighting;

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planking; signage; guardrails; etc. Accordingly, it shall be the responsibility of the Contractor to secure and maintain such items during the term of the work.

- 2.2.21 Time of Completion.** The Contractor shall commence work under the ensuing contract on a date to be specified within the Notice to Proceed (NTP) form issued by the Agency and shall fully complete all work thereunder within 90 calendar days of execution of the NTP. NOTE: Any bidder that may have any concerns pertaining to the noted time of completion may bring this up at the Pre-bid Conference. Normal working hours shall be Monday through Friday, 8:00 AM to 5:00 PM CT. All other working hours require pre-approval. Provide a of minimum five (5) working days for approval and planning.
- 2.2.22 Tools/Equipment/Materials.** The Contractor shall ensure that at all times during the work tools, equipment, and material are handled, placed, and stored in a secure and safe manner so as to protect all parties, including, but not limited to, the Contractor's workers, Agency tenants and staff, and the public at large. The Contractor shall ensure that during non-working hours such items are not left unattended on the job site when such safety may be compromised. If applicable, as the building the Contractor will be working in is occupied by housing tenants, including a number of elderly/disabled or special needs persons, it will be especially important that traffic areas are clear for access and egress.
- 2.2.23 Weekends.** Unless otherwise approved by the Agency in writing, the Contractor shall not perform work on Agency property during a holiday nor weekend days (Saturday or Sunday).
- 2.2.24 Work Standards.** It is the responsibility of the Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, the County of Fairfield, and/or the State of Connecticut, or any applicable Federal Agency. Smoking is prohibited within the building and on the building property boundaries.

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3.0 BID FORMAT.

3.1 Bidders must complete the following documents per table 4:

[Table No. 4]

(1) IFB Section	(2) Tab No.	(3) Description
3.1.1	1	Form of Bid. This Form is attached hereto as Attachment A to this IFB document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the initial bid submittal.
3.1.2	2	form HUD-5369-A (11/92), <i>Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs</i> . This Form is attached hereto as Attachment B to this IFB document. This 4-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
3.1.3	3	Bid Bond and Bid Bond Form If required, the Bid Bond as detailed within the following Section 3.4.1 herein.

3.1.4	4	Licensing. Submit under this Tab the license(s) detailed within the following Section 5.4.4 herein.
3.1.5	5	Proposed Services. As more fully detailed within Section 2.0, <i>Scope of Bid/Technical Specifications</i> , of this document, and the <i>Specifications and Drawings</i> , Attachment H, and the <i>Additional Drawings and Specifications</i> , Attachments H, H-1, and H-2, each attached hereto, the bidder shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:
3.1.5.1		A brief description of the proposed safety and quality assurance program.
3.1.5.2		Fully completed form HUD-2530 (02/2013), Previous Participation Certification, Attachment I, attached hereto.

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3.1.5.3		Fully completed form HUD-51000 (/2014), <i>Schedule of Amounts for Contract Payments</i> , Attachment G-6 attached hereto, one completed for each site (i.e., each Pricing Item as detailed within the following Table No. 4 herein).	
3.1.6	6	Profile of Firm Form. The Profile of Firm Form is attached hereto as Attachment C to this IFB document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the bid submittal.	
3.1.7	7	Equal Employment Opportunity/Supplier Diversity. The bidder must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.7 herein pertaining to supplier diversity (i.e., small, minority-, and women-owned businesses).	
3.1.8	8	Subcontractor/Joint Venture Information (Optional Item). The bidder shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the bid is a joint venture with another firm. Such information pertaining to subcontractors shall include for each such firm the: firm name; name of contact person; telephone and email address; and the State of Connecticut contractor license number.	
3.1.9		Optional Tabs. If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." <u>DO NOT</u> eliminate any of the tabs.	

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3.2 Entry of Proposed Fees.

3.2.1

[Table No. 5]

(1) IFB Section	(2) Pricing Item No.	(3) Qty	(4) U/M	(5) Description
3.2.2.1	1	1	Each	Firm-Fixed Fee to complete the porch replacement construction work detailed herein and especially within Attachment hereto.

3.3 Additional Information Pertaining to the preceding noted Pricing Items.

- 3.3.1 **Entry of the Fees.** Bidders are required to enter a reasonable and realistic cost for the required work listed within the Pricing Items Description with the immediate-preceding Table No. 4.
- 3.3.2 **Review the Entry of Proposed Fees.** After a bidder has entered where provided his/her proposed unit costs for the Pricing Items, the Agency strongly recommends that each bidder review the entry to ensure that the bidder has entered the proposed fees correctly. The bidder will NOT be able to correct this entry after the posted deadline has expired, which means that the Agency will utilize such entry, correct or incorrect, to determine the apparent low bidder.
- 3.3.3 **Price Escalation.** Pertaining to the ensuing contract, there shall be no escalation of the proposed costs allowed at any time during the awarded contract except for any legitimate change orders that may be approved by the Agency.
- 3.3.4 **Prior Agency Approval Required.** Please note that the successful bidder shall NOT conduct any additional work without the prior written authorization of the Agency representative. Failure to abide by this directive shall release the Agency of any obligation to pay the successful bidder for any work conducted without the noted prior written authorization.
- 3.3.5 **No Deposit/No Retainer.** The Agency will NOT pay any deposit or retainer fees at any time as a result of award of the ensuing contract (though the Agency may consider, under certain circumstances, a reasonable and justified payment for mobilization).

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3.4 Bonds. As this solicitation pertains to public works or construction, the bonds that are required include (each required for construction bids and/or contracts in excess of \$100,000):

3.4.1 Bid Bond or Guarantee. The bid bond or guarantee shall be included in the bid package submitted by each bidder for any proposed fee that is greater than \$100,000 (please see the preceding Section 3.4.1 herein). This bond ensures that if awarded the contract, the bidder will accept and perform the work under the contract. It also ensures that the bidder will not attempt to withdraw or otherwise not fulfill the contract. Finally, the bid bond ensures that the bidder will execute the contractual documents that are required within the time specified in the solicitation or forfeit all or part of the guarantee. A certified check, bank draft, U.S. Government Bonds at par value, or bid bond secured by an acceptable surety company may be accepted as a bid guarantee. If the successful bidder refuses to sign the contract after award, the bid bond is forfeited, and the award will go to the next lowest responsive and responsible bidder. If a bid bond or guarantee is not submitted with the bid, the Agency will reject the bid as non-responsive. The Agency anticipates that it will not return any bid bonds until the contract has been awarded and the required performance and payments bonds have been furnished; until all bids have been rejected; or the time specified for acceptance of bids has expired. In fairness to the other bidders, the Agency may also choose to return the bid bonds if the Agency has a firm and reasonable assurance that the responsive and responsible bidder who submitted the lowest cost will execute the contract.

3.4.2 Performance Bond. The performance bond is meant to ensure that the contract is successfully completed. The performance bond guarantees that if the Contractor is unable to complete the contract, the surety company will step in to finish the work. In the case of a letter of credit or cash escrow, the Agency may use these funds to complete the contract work.

3.4.3 Payment Bond. The payment bond is a method of ensuring that the Contractor pays the subcontractors and suppliers. By requiring payment bonds, the Agency avoids becoming entangled in disputes concerning payment of subcontractors and suppliers by the general contractor. The surety underwriting the payment bond ensures the contractors and suppliers will be paid. Often, performance and payment bonds are combined into a single document. Failure to pay subcontractors for work performed in commercial contracts may often lead to the subcontractor filing a mechanic's lien against property owners to obtain payment for services rendered. The Agency contract requires the payment bond to prevent this problem and ensure that no liens will be filed against any Agency building or lot of ground. As a reminder, Clause 24 of form HUD-5370, *General Conditions of the Contract for Construction* (Attachment G-1, attached hereto) clearly forbid the placement of liens and is binding on any contractor, subcontractor, and material supplier.

3.4.4 Bonding Companies. An acceptable surety (bonding) company is one that is authorized to do business in the State of Connecticut and is acceptable to HUD and the Agency. The surety must be listed on the most recently published U.S. Treasury Circular 570 (often referred to as the T-List). Individual sureties are not permitted. Circular 570 is available from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, Room #262C, 401 14th Street, S.W., Washington, D.C. 20227. The T-List may also be accessed on the Internet at: <http://www.fms.treas.gov/c570/index.html>.

3.4.5 Bonding Requirements. In order to encourage participation by a broad range of competitors, including small and minority firms, HUD has provided for alternate bid and contract guaranties. These apply to all construction projects greater than \$100,000 (though, at the Agencies discretion, may apply to smaller projects), whether development or modernization, funded pursuant to the U.S. Housing Act of 1937, as amended. As a result, the contractors for all construction projects shall be required to submit the following bid and contract guarantees. Please note that only the bid bond is required at time of bid; however, one of the purposes of the bid bond is to provide the Agency with assurance that the successful bidder will indeed obtain the necessary performance and payment bonds. Required bonds include a bid guarantee from each bidder, equivalent to 5% of the bid price and, from the successful bidder, one of the following:

3.4.5.1 A performance and payment bond for 100% of the contract price; or

3.4.5.2 Separate payment and performance bonds each for 50% or more of the contract price; or

3.4.5.3 A 20% cash escrow; or

3.4.5.4 A 25% irrevocable letter of credit.

3.4.6 Inadequate Surety. If the low bidder fails to provide an acceptable assurance of completion (payment and performance bonds) after award of the contract, the Agency may consider the bid guarantee forfeited and notify the surety company. The contract is then terminated for default. The amount to be recovered from the bid bond or guarantee will typically equal at least the difference between the defaulted bid and the next higher acceptable bid or the amount by which the bid accepted by re-soliciting exceeds the defaulted contract.

3.5 Bid Submission. All proposed pricing must be entered where provided for on the bid form shall be placed unfolded in a sealed package and addressed and delivered to:

Chip Dip, LLC

INVITATION FOR BIDS (IFB) No. S-CAPO22024, PORCH REPLACEMENT 200 CARROLL AVE.

Attention: Gina Vadney, Procurement Manager
150 Highland Ave.
Bridgeport, CT 06604

- 3.5.1 Exterior of Submittal Package.** The package exterior must clearly denote the above noted IFB number and must have the bidder's name and return address. Bids received after the published deadline will not be accepted.
- 3.5.2 Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the bidder, such may invalidate that bid. If, after accepting such a bid, the Agency decides that any such entry has not changed the intent of the bid that the Agency intended to receive, the Agency may accept the bid and the bid shall be considered by the Agency as if those additional marks, notations, or requirements were not entered on such. By downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this IFB.
- 3.5.3 Submission Responsibilities.** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Agency, including the IFB document, the documents listed within the following Section 3.9, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing, and submitting the completed documents, the bidder is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO to exclude any of the Agency requirements contained within the documents may cause that bidder to not be considered for award.
- 3.6 Bidder's Responsibilities – Contact with the Agency.** It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the CO or her designee only. Bidders must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for the Agency to not consider a bid submittal received from any bidder who may not have abided by this directive.
- 3.6.1 Addenda.** All questions and requests for information must be addressed in writing to the CO or her designee. The CO will respond to all such inquiries in writing by addendum to all prospective bidders (i.e. firms or individuals that have obtained the IFB Documents). During the IFB

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solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the IFB are made—between the Agency and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the CO—it simply means that, other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective bidders in writing by addendum.

3.7 Bidder's Responsibilities – Equal Employment Opportunity and Supplier Diversity. Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

3.7.1 Within 2 CFR §200.321 it states:

3.7.1.1 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

3.7.1.2 (a) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

3.7.1.3 (2) Affirmative steps must include:

3.7.1.3.1 (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

3.7.1.3.2 (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3.7.1.3.3 (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

3.7.1.3.4 (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

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3.7.1.3.5 (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

3.7.1.3.6 (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

3.7.2 Within HUD Procurement Handbook 7460.8 REV 2 it states:

3.7.2.1 **Section 15.5.A, Required Efforts.** Consistent with Presidential Orders 11625, 12138, and 12432, the [Agency] shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in [Agency] contracting.

3.7.2.2 **Section 15.5.B, Goals.** [The Agency] is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

3.8 **Pre-bid Conference and Walk-through of the Site.** The scheduled pre-bid conference identified on Page 2 of this document is, pursuant to HUD regulation, not mandatory. Many prospective bidders have previously responded to an IFB and feel comfortable in doing so without attending the pre-conference. Typically, such conferences last 1 hour or less (not including the ensuing walk-through of the properties, if the quoter chooses to do so), though such is not guaranteed. The purpose of this conference is to assist prospective bidders in having a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference the Agency will conduct an overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response. Whereas the purpose of this conference is to review the IFB documents, attendees should bring a copy of the IFB documents to this conference; however, the Agency *will not* distribute at this conference any copies of the IFB documents.

3.9 **Recap of Attachments.** It is the responsibility of each bidder to verify that he/she has downloaded the following attachments pertaining to this IFB, which are hereby by reference included as a part of this IFB:

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[Table No. 6]

(1) IFB Section	(2) Document No.	(3) Attachment	(4) Attachment Description
3.9.1	1.0		This IFB Document
3.9.2	2.0	A	Form of Bid
3.9.3	3.0	B	form HUD-5369-A (11/92), <i>Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs</i>
3.9.4	4.0	C	Profile of Firm Form
3.9.5	5.0	E	form HUD-5369 (11/92), <i>Instructions to Bidders for Contracts, Public and Indian Housing Programs</i>
3.9.6	6.0	F	<i>Supplemental Instructions to Bidders & Contractors (SIBC)</i>
3.9.7	7.0	G	Agency Sample Contract Form (PLEASE NOTE: This contract and the noted appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels is in its best interests to do so.)
3.9.7.1	8.1	G-1	Sample Contract Appendix No. 1: form HUD-5370 (1/2014), <i>General Conditions for Construction Contracts-Public Housing Programs</i>
3.9.7.2	8.2	G-2	Sample Contract Appendix No. 2: HUD- 92554M (Rev. 04/11), <i>Supplementary Conditions of the Contract for Construction</i>
3.9.7.3	8.3	G-3	Sample Contract Appendix No. 3: form HUD-2554, <i>Supplementary Conditions of the Contract for Construction</i>
3.9.7.4	8.4	G-4	Sample Contract Appendix No. 5: form HUD-92010 (3/2006), <i>Equal Employment Opportunity Certification</i>
3.9.7.5	8.5	G-5	Sample Contract Appendix No. 6: form HUD-51000 (1/2014), <i>Schedule of Amounts for Contract Payments</i>
3.9.7.6	8.6	G-6	Sample Contract Appendix No. 7: form HUD-51001 (1/2014), <i>Periodic Estimate for Partial Payment</i>

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3.9.7.7	8.7	G-7	Sample Contract Appendix No. 8: form HUD-51002 (1/2014), <i>Schedule of Change Orders</i>
3.9.7.8	8.8	G-8	Sample Contract Appendix No. 9: form HUD 51003 (1/2014), <i>Schedule of Materials Stored</i>
3.9.7.9	8.9	G-9	Sample Contract Appendix No. 10: form HUD-51004 (1/2014), <i>Summary of Materials Stored</i>
3.9.7.10	8.10	G-10	Sample Contract Appendix No. 11: form HUD-5372 (1/2014), <i>Construction Progress Schedule</i>
3.9.7.12	8.11	G-11	Sample Contract Appendix No. 12: form WH-347 (Dec. 2008), <i>Payroll</i>
3.9.7.13	8.12	G-12	Sample Contract Appendix No. 13: Form HUD-11 (8/2004), <i>Record of Employee Interview</i>
3.9.7.14	8.13	G-13	Sample Contract Appendix No. 14: form HUD 50071 (01/14), <i>Certification of Payments to Influence Federal Transactions</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.)
3.9.7.15	8.14	G-14	Sample Contract Appendix No. 15: Standard Form LLL (Rev. 01/14), <i>Disclosure of Lobbying Activities</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.)
3.9.7.17	8.15	G-15	Sample Contract Appendix No. 17: Low-income Resident Hiring <i>Plan</i>
3.9.7.18	8.16	G-16	Sample Contract Appendix No. 18: Sample Notice to Proceed form.
3.9.8	9.0	H	Specifications and Drawings
3.9.9	10.0	I	form HUD-2530 (2/2013), <i>Previous Participation Certification</i>
3.9.10	11.0	J	NOTE: Pertaining to the immediate-following listed bond forms, please see the information detailed within the following Section 3.9.13 herein
3.9.10.1	11.1	J-1	<i>Standard Form 24 (10/98), Bid Bond</i>
3.9.10.2	11.2	J-2	<i>Standard Form 25A (8/2016), Payment</i>

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			<i>Bond</i>
3.9.10.3	11.3	J-3	<i>Standard Form 25 (8/2016), Performance Bond</i>
3.9.11	12	K	Acknowledgement of Addenda
3.9.12	13	L	Contractor Bid Qualification Form
3.9.13	14	M	PCC Reference and Past Performance Form
3.9.14	15	N	PCC Non-Collusive Affidavit
3.9.15	16	O	Bid Proposal and Tabulation Sheet
3.9.16	Sample Bond Forms. Pertaining to the Bond forms identified within this Table No. 5 (Attachments J-1, J-2, and J-3), use of these specific forms is not required; these forms are given as a sample only. A bond form from a Circular 570-compliant surety will NOT be accompanied with these forms but will be submitted on the Surety's form; accordingly, these forms will most typically be utilized in the case of the Contractor submitting a cash bond or an irrevocable letter of credit.		

4.0 BID EVALUATION.

- 4.1 Public Bid Opening.** At the set date and time, all bids received will be opened and publicly read aloud by the CO, including the company name of the bidder and the total calculated costs proposed. At the bid opening the Agency will only disclose the following information: (a) The company name of each bidder; and (b) the calculated total amount bid. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; the Agency will, at a later time, review all bids in detail and will, in a timely manner (typically within 5 days), notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible (please remember, as detailed within Section 8(d) of form HUD-5369 and Section 7(b)(3) of form HUD-5369-B, the Agency reserves the right to, as determined by the Agency, "waive informalities and minor irregularities" in the offers received. Bids will be available for inspection by the public after the award has been completed.
- 4.1.1 Ties.** In the case of bids, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."
- 4.2 Responsive Evaluation.** After the public opening the "hard copy" bid submittals received will be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made).

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4.3 Responsible Evaluation. The Agency will evaluate each bid submitted as to responsibility (i.e., a firm that is qualified, responsible and able to provide to the Agency the required services). If the Agency ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the Agency may proceed with award as detailed herein. If the Agency determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made); in such case the Agency may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.

4.3.1 Depending on the amount of the award, it is possible that the Agency may take such contract award to the Agency Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.

4.4 Restrictions. Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

5.0 CONTRACT AWARD.

5.1 Contract Award Procedure. If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:

5.1.1 By completing, executing, and submitting a bid, the “bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Agency, including the contract clauses already attached as Attachments G and G-1 through G-18, each attached hereto. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

5.2 Contract Conditions. The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this IFB:

5.2.1 Contract Form. The Agency will not execute a contract on the Contractor’s form—contracts will only be executed on the Agency form (please see Sample Contract, Attachments G and G-1 through G-18 each attached hereto), and by submitting a bid the Contractor agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the IFB process (prior to the posted question deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the Contractor the right to refuse to execute the Agency’s contract form. It is the responsibility of each prospective bidder to notify the Agency, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed

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contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by the Agency's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.

- 5.2.1.1 Mandatory HUD Forms.** Please note that the Agency has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this IFB.
 - 5.2.2 Assignment of Personnel.** The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.
 - 5.2.3 Unauthorized Sub-contracting Prohibited.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.
- 5.3 Contract Period.** The Agency anticipates that it will initially award a contract for the period of time that the Agency and the Contractor agree it will reasonably take to complete the work.
- 5.4 Licensing and Insurance Requirements/Certificates.** The apparent successful bidder will direct its insurance broker or carrier to deliver directly to the Agency (by email is preferred) the insurance certificates detailed below. NOTE: The apparent successful bidder will NOT deliver these certificates—the insurance broker or carrier will do so. Prior to award (but not as a part of the bid submission) the *Contractor* will be required to provide:
 - 5.4.1 Workers Compensation Insurance.** An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);
 - 5.4.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000

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and medical expenses any one person of \$5,000), with a maximum deductible amount of \$5,000;

- 5.4.3 **Automobile Insurance.** An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.
- 5.4.4 **City/County/State Business License.** If applicable, a copy of the bidder's business license allowing that entity to provide such services within the City of Bridgeport, Fairfield County, and/or the State of Connecticut.
- 5.4.5 **Certificates/Profile of Firm Form.** Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.5) insurance certificates and licenses, each bidder is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the bid submittal—we will garner the necessary documents from the successful bidder prior to contract execution).
- 5.5 **Contract Service Standards.** All work performed pursuant to this IFB must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.
- 5.6 **Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful bidders, shall be provided to the Agency within 10 workdays of notification by the Agency.

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means 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.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means 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.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder'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).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any 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).

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

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, 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, that 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.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

PROFILE OF FIRM FORM

(1) Prime Sub-contractor (This form must be completed by and for each).

(2) Name of Firm:

Telephone:
 Fax:
 Email:

(3) Street Address, City, State, Zip:

(4) Please attached a brief biography/resume of the company, including the following information: (a) Year Firm Established; (b) Year Firm Established in the State of Connecticut; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm

[Table No. 1]

(1) Name	(2) Title	(3) % of Ownership

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; if these individuals will have the right to sign on behalf of the firm, then you must attach to this form a signed management agreement giving them this right.

[Table No. 2]

(1) Name	(2) Title

 Signature Date Printed Name Company

PROFILE OF FIRM FORM

(7) Proposer Diversity Statement. You must mark all the following that apply to the ownership of this firm and enter where provided enter the correct percentage (%) of ownership of each:

- Caucasian American (Male) _____% Public-Held Corporation _____% Government Agency _____% Non-Profit Organization _____%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following):

- Resident-Owned* _____% African American _____% Native American _____% Hispanic American _____% Asian/Pacific American _____% Hasidic Jew _____% Asian/Indian American _____%
- Woman-Owned (MBE) _____% Woman-Owned (Caucasian) _____% Disabled Veteran _____% Other (Specify): _____%

WMBE Certification Number:
Certified by (Agency):

(8) Federal Tax ID No.:

(9) Local Business License No. (if applicable):

(10) State of Connecticut License Type and No. (if applicable):

(11) Federal License Type and No. (if applicable):

(12) Worker's Compensation Insurance Carrier:
Policy No.:
Expiration Date:

(13) General Liability Insurance Carrier:
Policy No.
Expiration Date:

(14) Professional Liability Insurance Carrier:
Policy No.
Expiration Date:

Signature Date Printed Name Company

PROFILE OF FIRM FORM

(15) Debarred Statement. Has this firm, or any principal(s) thereto, ever been debarred from providing any services by the federal government, any state government, the State of Connecticut, or any local government agency within or without the State of Connecticut? Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

(16) Disclosure Statement. Does this firm or any principals thereof have any current, past, personal, or professional relationships with any Commissioner or Officer of the Agency? Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

(17) Past Employment Statement. Are any principals or managing members of this firm current or past employees of Park City Communities and its affiliates? Yes No If "Yes," please attach a full detailed explanation, including dates of employment and position.

(17) Felony Disclosure. Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony? Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status. PLEASE NOTE: The Agency reserves the right to not make award to any proposer that has staff who has been convicted of a felony if the Agency feels that doing such is in its best interests.

(18) Non-Collusive Affidavit. The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposed price, or that of any other proposer or to secure any advantage against the Agency or any person interested in the proposed contract; and that all statements in said proposal are true.

(19) Proposer's Statement. The undersigned vendor hereby states that by completing and submitting this Form and all other documents within this Profile of Firm, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Agency discovers that any information entered herein to be false, such shall entitle the Agency to not consider or make award or to cancel any award with the undersigned party.

Signature

Date

Printed Name

Company

**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.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) 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, except 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.

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

(f) 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.

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1.0 GENERAL CONDITIONS:

1.1 Applicability: If referred to within the text of such, these ITBC shall be applicable to all Invitation For Bids (IFB) solicitations that the Housing Authority of the Bridgeport (HA) conducts and shall be applicable to any contract that the HA awards to or signs with any firm, agency or individual pursuant to that IFB. A copy of these ITBC shall be made available to any actual or prospective bid, or contractor who does business with or intends to do business with the HA.

1.1.1 Unless otherwise specified within the IFB or contract documents, in the event that any provision in any document listed herein conflicts with any provision within these ITBC, the provision in the IFB or contract document shall govern. Further, in the case of any attached HUD forms (more specifically: HUD-5369-C (8/93); HUD-5369-B (8/93); and HUD-5370-C (10/2006), Section I and/or Section II), the information within such HUD form(s) shall govern any other information issued, especially that issued within any HA-created forms that are issued as a part of this solicitation.

1.2 Definitions (pertaining to all IFB documents issued by the HA pertaining to this IFB, including the attachments and the ensuing contract):

1.2.1 "Contracting Officer" when named within an IFB document shall refer to either the CEO or the person he/she has delegated such responsibilities to.

1.2.2 "Contract" refers to the fully executed written agreement that ensues from the IFB. Whereas all IFB documents are included, by reference, as a part of the ensuing contract, when "contract" is referred to within the IFB document, such is referring to both the IFB documents and the ensuing contract document.

1.2.3 "Contractor" and the term "successful bidder" may be used interchangeably.

1.2.4 "Days" unless otherwise directed, shall refer to calendar days.

1.2.6 "CEO" is the HA Chief Executive Officer.

1.2.8 "HA" is the Housing Authority of the Bridgeport. Unless otherwise defined herein or within the ensuing contract, whenever the term "HA" is used without clearly designating a responsible HA staff person, the bidder(s) shall assume that responsibility for that item rests with the CO.

1.2.9 "HUD" is the United States Department of Housing and Urban Development. HUD is the Federal agency that the HA receives some funding from; however, pertaining to this IFB, correspondences, including bid submittals, received from each bidder must exhaust all provisions contained herein prior to contacting HUD (i.e. in the case of a protest).

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- 1.2.10 "Herein" shall refer to all documents issued pursuant to the noted IFB, including the IFB documents and the attachments.
- 1.2.11 "Offer" is the bid submittal referred to within the following Section 1.2.14 that the bidder delivers to the HA in response to the IFB.
- 1.2.12 "Offeror" or "Offerors" are the bidder or bidders.
- 1.2.13 "Parties" - When "the parties," "both parties" or "either party" is stated within the IFB documents or the contract, such refers to the HA and the successful bidder(s).
- 1.2.14 "Bid" and/or "Bid Submittal" is the "hard copy" document that the bidder is required to, as detailed within the IFB document, deliver to the HA.
- 1.2.15 "Protestant" is a prospective bidder or bidder who feels that he/she has been treated inequitably by the HA and wishes the HA to correct the inequitable condition or situation. To be eligible to file a protest with the HA pertaining to an IFB or contract, the protestant must have been involved in the IFB process in some manner as a prospective bidder (i.e. registered and received the IFB documents).
- 1.2.16 "Prospective Bidder" or "Bidder" - A prospective bidder is a firm or individual who has been notified of the IFB solicitation and/or who has requested and/or received the IFB documents and is considering responding with a bid; a bidder is a firm or individual who has submitted a bid in response to the IFB. All terms and conditions shall apply equally to all prospective bidders as well as bidders, though prospective bidders may not, after the deadline set for receiving bids, receive further notices pertaining to that IFB--meaning, certain notices (such as the Notice of Results of Evaluation) are typically only delivered to bidders and not to all prospective bidders.
- 1.2.17 "Request For Bids" (IFB) is the competitive bid process allowed by HUD, especially as defined within Chapter 6 of HUD Procurement Handbook 7460.8 REV 2.
- 1.2.18 "IFB Document(s)" - Whether stated in the singular or the plural, such refers to the body of documents that the HA makes available to all prospective bidders wherein is detailed the HA's requirements.
- 1.2.19 "Solicitation" or "Competitive Solicitation" is the IFB process detailed herein.

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2.0 CONDITIONS TO BID:

2.1 **Pre-Qualification of Bidders:** Prospective bidders will not be required to pre-qualify in order to submit a bid. However, all bidders will be required to submit adequate information showing that the bidder is qualified to perform the required work (i.e. Profile of Firm Form and required resumes). Failure by the prospective bidder to provide the requested information may, at the HA's discretion, eliminate that bidder from consideration, provided that all bidders were required to submit the same information as a part of the IFB process (in the case of a successful bidder(s), these requirements shall also apply in the context of the successful bidder or bidders).

2.2 IFB Forms, Documents, Specifications and Drawings:

2.2.1 It shall be each prospective bidder's responsibility to, prior to submitting a bid in response to the IFB, examine carefully and, as may be required, properly complete and submit all documents issued pursuant to this IFB.

2.2.2 Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.

2.2.3 The HA shall reserve the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the IFB documents issued, within any attachment or drawing, or within any addenda issued; such notice shall be delivered in writing to each prospective and/or actual bidder. Such changes that are issued before the deadline for receipt of bids shall be binding upon all prospective bidders. Such changes that are issued after the receipt of bids, but prior to award shall be binding upon all parties that have submitted bids; however, such parties shall be allowed to reject such changes by, within 5 days of receipt of such written notice, withdrawing his/her bid. Such withdrawal must be delivered, in writing, to the CO within the 5-day deadline period.

2.3 Bid Preparation, Submission and Receipt by the HA:

2.3.1 **Required Forms:** All required forms furnished by the HA as a part of the IFB document issued shall, as instructed, be fully completed and submitted by the bidder. Such forms may be completed in a legible hand-written fashion, by use of a typewriter, or may be downloaded and completed on a computer. If, during the download, a form becomes changed in any fashion, the bidder must "edit" the form back to its originally form (for example, signature lines must appear on the page the line was originally intended to be on).

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- 2.3.2 Manner of Submission:** The bid submittal shall be submitted in the manner detailed within the IFB document. Failure to submit the bid in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that bid, and may, at the discretion of the CO, eliminate that bidder from consideration for award.
- 2.3.3 Time for Receiving Bids:** Bids received prior to the time set as the deadline for the receipt by the HA of the bid submittal shall be securely kept, unopened, by the HA. The CO, whose duty it is to open such bids, will decide when the specified time has arrived. No bid received after the designated deadline shall be considered, except as detailed within Section 6 of Form HUD-5369-B (8/93), *Late Submissions, Modifications and Withdrawal of Offers*.
- 2.3.3.1** Bidders are cautioned that any bid submittal that may be time-stamped as being received by the HA after the exact time set as the deadline for the receiving of bids shall be returned unopened to the bidder. Any such bids inadvertently opened shall not be considered, but shall be ruled to be invalid. No responsibility will attach to the HA or any official or employee thereof, for the pre-opening of, or the failure to open a bid not properly addressed and identified.
- 2.3.4 Public Opening of Bids:** Pursuant to the IFB process, bids shall be publicly opened at the day and time published in the IFB documents. At the bid opening, only the name of the company and the pertinent cost information will be read aloud (for instance, in the case of bids with multiple line items in a number that it is not realistic to read all item, only the actual or calculated total may be read. The full determination of responsiveness (i.e. minimum compliance with the requirements of the IFB) and responsibility will be conducted by an HA official in private after the public bid opening. Persons other than HA staff involved in this process are not allowed to be present during the responsive and responsibility evaluations, nor may they inspect the bids until after award has been completed.
- 2.3.5 Withdrawal of Bids:** Bids may be withdrawn as detailed within Section 6(h) of Form HUD-5369-B (8/93), *Late Submissions, Modifications and Withdrawal of Offers*. Negligence on the part of the bidder in preparing his/her bid confers no right of withdrawal or modification of his/her bid after such bid has been received and opened.
- 2.3.6 Conflicting Conditions:** Any provisions detailed within any of the IFB documents which may be in conflict or inconsistent with any of the paragraphs in any of the other IFB documents, including attachments, shall be void to the extent of any such conflict or inconsistency. Further, as stated within Section 1.1.1 of this ITBC, unless otherwise specified

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within the IFB or contract documents; in the event that any provision in any document listed herein conflicts with any provision within this ITBC, the provision in the IFB or contract document shall govern.

- 2.3.7 Interpretations:** No official oral interpretation can be made to any bidder as to the meaning of any instruction, condition, specifications drawing (if any), or any other document issued pertaining to this IFB. Every request for an official interpretation shall be made by the prospective bidder, in writing, pursuant to the schedule set within the IFB document issued and as directed by the HA. Official interpretations will be issued in the form of addenda, which will be delivered to each bidder; but it shall be the prospective bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the IFB documents and the proposed contract with the successful bidder, and all bidders shall be bound by such addenda, whether or not received by the prospective or successful bidder(s).

2.4 Exceptions to Specifications:

- 2.4.1** A bidder may take exception to any of the bid documents or any part of the information contained therein, by submitting, in writing to the CO, at least 10 days prior to the bid deadline, a complete and specific explanation as to what he/she is taking exception to. Proposed alternate documents or information must also be included. A response by the HA will be issued in writing within 5 days of receipt of such exception request. The HA reserves the right to agree with the prospective bidder and issue a revision to the applicable IFB requirements, or may reject the prospective bidder's request.

- 2.4.2** When taking exception, prospective bidders must bid services that meet the requirements of the IFB documents. Exceptions to the specification and/or approved "equal" requests may be discussed at the scheduled pre-bid conference (if scheduled). All verbal instructions issued by the HA officers not already listed within the IFB documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

2.5 Lump Sum Cost Breakdown (LSCB):

- 2.5.1** The HA reserves the right to, at any time, request and receive from any or all bidders a LSCB of any or all of the costs bid. The bid documents constitute an outline of the work to be completed by the bidder. These documents are intended to include all major items, and the lump sum cost breakdown computed therefrom will be the maximum compensation for all work and materials whatsoever furnished by the bidder in order to comply with the bid documents in their present form, whether or not indicated in the approximate quantities or pertaining to the items of work as listed.

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- 2.5.1.1 The purpose of this LSCB will serve the HA in two distinct areas:
 - 2.5.1.1.1 **Prior to award of bids:** The HA may request a LSCB for any or all items reflected within the IFB document as “lump sum” for the purpose of determining an unbalanced cost bid. The CO, using acceptable methods dictated by the industry, shall conduct the analysis.
 - 2.5.1.1.2 **After award:** The HA may request a LSCB for any or all items reflected within the IFB document as “lump sum” for the purpose of making partial payments to the successful bidder.
 - 2.5.1.1.3 Under no circumstances, may any cost item reflected as “lump sum” be increased/decreased as a result of the LSCB analysis.

3.0 BID EVALUATION:

- 3.1 **Bid Opening Results:** It is understood by all bidders/prospective bidders that the bids received will be publicly opened and read aloud and the results will immediately be a matter of public record; meaning, the HA will record all bids on a bid tabulation and make such tabulation available to any person upon request.
 - 3.1.1 Bid documents submitted by the bidders shall not be a matter of public record until after award has been completed. The HA shall, however, upon request, verify that the bid documents submitted are/were acceptable.
- 3.2 **Award of Bid(s):** The successful bidder shall be determined as the responsive and responsible bidder who submits the lowest actual or calculated cost as detailed with the IFB, as long as he/she is able to deliver the specified items in a timely manner and it is, in the opinion of the HA, to the best interests of the HA to accept the bid. All bidders will be notified in a timely manner of the results of the evaluation after award has been completed.
- 3.3 **Rejection of Bids:**
 - 3.3.1 The HA reserves the right to, at any time during the bid process, reject any or all bids received. In the case of rejection of all bids, the HA reserves the right to advertise for new bids or to proceed to do the work

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otherwise, if in the judgment of the HA, the best interest of the HA will be promoted.

3.3.2 Prospective bidders acknowledge by downloading and receiving the IFB documents and/or by submitting a bid that the submission of a bid to the HA is not a right by which to be awarded that bid, but merely an offer by the prospective bidder to perform the requirements of the IFB documents in the event the HA decides to consider an award to that bidder.

3.4 Cancellation of Award: The HA reserves the right to, without any liability, cancel the award of any bid(s) at any time before the execution of the contract documents by all parties.

3.5 Mistake in Bid Submitted:

3.5.1 A request for withdrawal of a bid due to a purported error need not be considered by the HA unless the same is filed in writing by the bidder within 48 hours after the bid deadline (bidders may of their own volition withdraw a bid prior to the bid deadline). Any such request shall contain a full explanation of any purported error and shall, if requested by the HA, be supported by the original calculations on which the bid was computed, together with a certification and notarization thereon that such computation is the original and prepared by the bidder or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as the HA retains the right to accept or reject any bid withdrawal for a mistake.

3.5.2 Unless otherwise prohibited within the IFB documents, a mistake in the cost unit pricing that does not affect the total cost sum submitted may, at the HA's discretion, be corrected by submitting a corrected cost form, together with a complete explanation in writing, of how the mistake occurred, to the CO, for his/her review. This mistake must be corrected before the issuance of contract documents.

3.6 Irregular Bid Submittal: A bid shall be considered irregular for any one of the following reasons, any one or more of which may, at the HA's discretion, be cause for rejection:

3.6.1 If the forms furnished by the HA are not used or are altered or if the bid costs are not submitted as required and where provided (especially within the noted Internet System).

3.6.2 If all requested completed attachments do not accompany the bid submitted.

3.6.3 If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the bid incomplete,

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indefinite or ambiguous as to its meaning or give the bidder submitting the same a competitive advantage over other bidders.

3.6.4 If the bidder adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

3.6.5 If the individual Pricing Items submitted by a specific bidder are unbalanced in the sense that the listed price of any cost item departs by more than 25% from the HA's cost estimate for that item.

3.7 Disqualification of Bidders: Any one or more of the following shall be considered as sufficient for the disqualification of a bidder and the rejection of his/her bid:

3.7.1 Evidence of collusion among prospective or actual bidders. Participants in such collusion will receive no recognition as bidders or proposers for any future work of the HA until such participant shall have been reinstated as a qualified bidder or bidder. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.

3.7.2 More than one bid for the same work from an individual, firm, or corporation under the same or different name(s), unless such was specifically allowed by the HA within the bid documents issued, including by addendum.

3.7.3 Lack of competency, lack of experience and/or lack of adequate machinery, plant and/or other resources.

3.7.4 Documented unsatisfactory performance record as shown by past work for the HA or with any other local, State or Federal agency, judged from the standpoint of workmanship and progress.

3.7.5 Incomplete work, which in the judgment of the HA, might hinder or prevent prompt completion of additional work, if awarded.

3.7.6 Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.

3.7.7 Failure to comply with any qualification requirement of the HA.

3.7.8 Failure to list, if required, all subcontractors (if subcontractors are allowed by the HA) who will be employed by the successful bidder(s) to complete the work of the bid contract.

3.7.9 As required by the IFB documents, failure of the successful bidder to be properly licensed by the City of Bridgeport and/or the State of Connecticut and/or to be insured by a general liability and/or worker's compensation policy.

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3.7.10 Any legal reason to be determined, in good faith, to be in the best interests of the HA.

3.8 **Burden of Proof:** If requested by the HA, it shall be the responsibility of the bidder(s) to furnish the HA with sufficient data or physical samples, within a specified time, so that the HA may determine if the goods or services offered conform to the Specifications.

4.0 Right to Protest:

4.1 **Rights:** Any prospective or actual bidder, offeror, or contractor who is allegedly aggrieved in connection with the solicitation of a bid or award of a contract, shall have the right to protest. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

4.1.1 An alleged aggrieved "protestant" is a prospective or actual bidder who feels that he/she has been treated inequitably by the HA and wishes the HA to correct the alleged inequitable condition or situation. To be eligible to file a protest with the HA pertaining to an IFB or contract, the alleged aggrieved protestant must have been involved in the IFB process in some manner as a prospective bidder (i.e. registered and received the IFB documents) when the alleged situation occurred. The HA has no obligation to consider a protest filed by any party that does not meet these criteria.

4.2 **Administrative Powers:** It is totally within the administrative powers of the CEO to grant or deny any requests for administrative appeal. If, in the opinion of the CEO, the alleged aggrieved protestant merits an administrative review, the CEO shall direct that alleged aggrieved protestant to submit additional data.

4.3 **Procedure to Protest:** An alleged aggrieved protestant shall comply with the following protest procedures, and failure to comply in the manner prescribed shall automatically relieve the HA from accepting or considering that protest:

4.3.1 The alleged aggrieved protestant must file, in writing, to the CO the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by the HA or condition is being protested as inequitable, making, where appropriate specific reference to the IFB documents issued. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve the HA from any responsibility to consider the protest and take any corrective action.

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- 4.3.2 The written instrument containing the reason for the protest must be received by the CO within 10 days after the occurrence of any of the following:
- 4.3.2.1 the deadline for receiving bids;
 - 4.3.2.2 receipt of notification of the results of the evaluation or the award; or
 - 4.3.2.3 the alleged aggrieved protestant knows or should have known the facts.
- 4.3.3 In any case, protests shall be filed no more than 10 days after any of the above (unless the occurrence being protested occurred in its entirety after the bid deadline). Protests received after these dates shall not be considered.
- 4.3.4 The CO shall review the written protest and supportive data, if any. He/she shall, within 10 days after receipt of the written protest, issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved protestant of the right of further administrative review. A copy of this written opinion and decision shall be forwarded to the CEO.
- 4.3.5 **Administrative Appeal:** If the alleged aggrieved protestant does not agree with the written opinion and decision issued by the CO, the alleged aggrieved protestant may, after receipt of the written opinion and decision issued by the CO request an administrative appeal hearing be granted. The following procedures must be complied with in the manner prescribed; failure by the alleged aggrieved protestant to comply shall automatically relieve the HA from accepting or acting on that request for administrative hearing:
- 4.3.5.1 The alleged aggrieved protestant must file, in writing, his/her request for an administrative hearing, to the CEO, within 5 days of receipt of the written opinion and decision and failure to do so within such 5 days shall relieve the HA of any responsibility to consider such request.
 - 4.3.5.2 The request for an administrative appeal hearing must contain the specific reasons for the appeal and all supporting data for those reasons.
 - 4.3.5.3 It shall be within the administrative powers of the CEO to, after review of the request submitted, grant or deny any request for administrative appeal.

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4.3.5.4 If the CEO, after complete review of the alleged aggrieved protestant's written request and supporting data, decides that the request does not merit further consideration, he/she shall render his/her decision in writing to the alleged aggrieved protestant. A decision rendered under this paragraph shall be made within 10 days after the receipt of the alleged aggrieved protestant's request for an administrative hearing. This decision shall be final without further administrative recourse.

4.3.5.5 If the CEO, after review of the alleged aggrieved protestant's written request, decides that the request merits further consideration, he/she shall forward the protestant's written request, along with a cover letter explaining why it merits further consideration and with a recap of all bids submitted and a copy of the original written protest, to the HA Legal Counsel for consideration. The HA Legal Counsel shall issue to the alleged aggrieved protestant a decision, in writing, within 10 days of his/her receipt of such documents.

4.3.5.5 Such written decision delivered to the alleged aggrieved protestant shall exhaust the HA internal protest and administrative appeal process available to the alleged aggrieved protestant.

5.0 Disputed Billings (Charges):

5.1 **Procedures:** In addition to the procedures detailed within Clause No. 7 of Attachment G-1, Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, in the event that the HA disputes any portion of its billing(s), the HA shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

5.1.1 The HA's representative shall, within 10 days after the HA's receipt of such billing, formally notify the contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.

5.1.2 If such dispute cannot be resolved by the contractor's response, within 10 days after such notification is given, the CO and the contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.

5.1.3 If the CO and the contractor's representative are unable to resolve the dispute through such discussion within 10 days, the HA shall, within 10 days thereafter, either:

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- 5.1.3.1 pay the disputed charges and reserve the right to submit the matter to the Connecticut Court Annexed Arbitration program if the disputed amount does not exceed \$40,000.00 or to the appropriate District Court in the State of Connecticut;
 - 5.1.3.2 not pay the disputed charge and submit the matter to the Connecticut Court Annexed Arbitration program if the disputed amount does not exceed \$40,000.00 or to the appropriate District Court in the State of Connecticut;
 - 5.1.3.3 not pay the disputed charge and allow the Contractor to submit the matter either to the Connecticut Court Annexed Arbitration program if the disputed amount does not exceed \$40,000.00 or to the appropriate District Court in the State of Connecticut.
- 5.1.4 The decision from arbitration will be binding upon both parties. If the decision is adverse to the HA, the HA shall pay the HA's receipt of the decision. If the decision is in favor of the HA, the contractor will either:
- 5.1.4.1 clear the amount which is ordered from the HA account; or
 - 5.1.4.2 repay to the HA the amount ordered.

Either option shall be completed within 10 days after the contractor's receipt of the arbitrator's decision.

6.0 Additional Considerations:

6.1 Right of Joinder Pursuant to NRS 332.195:

- 6.1.1 Any political subdivision within the State of Connecticut may be granted the privilege of joining the awarded contract, only at the option of the successful bidder. If the successful bidder so grants such a privilege, the terms and conditions of the IFB documents, including the ensuing contract, may be passed on to the joining political subdivision by the successful bidder.
 - 6.1.2 The successful bidder shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the successful bidder allows another political subdivision to join the HA contract, it is expressly understood that the HA shall in no way be liable for the joining political subdivision obligations to the successful bidder in any manner whatsoever.
- 6.2 **Non-Escalation:** Unless otherwise specified within the IFB documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

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- 6.3 Funding Restrictions and Order Quantities:** The HA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the HA, if:
- 6.3.1** funding is not available;
 - 6.3.2** legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
 - 6.3.3** the HA's requirements in good faith change after award of the contract.
- 6.4 Required Permits:** Unless otherwise stated in the IFB documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this IFB, whether or not they are known to either the HA or the bidders at the time of the bid submittal deadline or the award, shall be the sole responsibility of the successful bidder and any costs submitted by the bidder shall reflect all costs required by the successful bidder to procure and provide such necessary permits.
- 6.5 Taxes:** All persons doing business with the HA are hereby made aware that the HA is exempt from paying Connecticut State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- 6.6 Government Standards:** It is the responsibility of the prospective bidder to ensure that all items and services bid conform to all local, State and Federal laws concerning safety (OSHA and NIOSH) and environmental control (EPA and Fairfield County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The successful bidder shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the successful bidder for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 6.7 Freight on Bill and Delivery:** All costs submitted by the successful bidder shall reflect the cost of delivering the bided items and/or services to the location(s) specified within the IFB documents or within the contract.
- 6.7.1** The successful bidder agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the successful bidder. Upon default, the successful bidder agrees that the HA may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.
- 6.8 Communication:** If during the period of the contract, it is necessary that the HA place toll or long-distance telephone calls or telegrams in connection therewith (for complaints, adjustments, shortages, failure to deliver, etc.), it is understood that the successful bidder will bear the charge or expense for all such calls and/or telegrams.

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- 6.9 Work on HA Property:** If the successful bidder's work under the contract involves operations by the successful bidder on HA premises, the successful bidder shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the HA's negligence, shall indemnify the HA, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the successful bidder, its agents, employees, or subcontractors.
- 6.10 Estimated Quantities:** Unless otherwise indicated within the IFB documents, the quantities reflected within the IFB documents, to the best of the HA's knowledge, reflect projected consumption data. These quantities are not meant to infer or imply actual consumption figures or quantities that will be purchased by the HA under the finalized contract; but, pursuant to all IFB documents, these quantities will be used as calculation figures to determine the successful bidder.
- 6.11 Warranty:**
- 6.11.1** The services provided under the contract shall conform to all information contained within the IFB documents as well as applicable Industry Published Technical Specifications, and if one of the above-mentioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply.
- 6.11.1** The liability of the successful bidder to the HA (except as to title) arising out of the furnishing of the services or of its use under the terms of the contract shall not exceed the correcting of the defect(s) in the services as provided under the contract, and upon expiration of the warranty period all such liability shall terminate except under the warranty for merchantability and the warranty of fitness for a particular purpose.
- 6.12 Official, Agent and Employees of the HA Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the HA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 6.13 Subcontractors:** Unless otherwise stated within the IFB documents, the successful bidder may not use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract without the prior written permission of the CO.
- 6.14 Salaries and Expenses Relating to the Successful Bidders Employees:** Unless otherwise stated within the IFB documents, the successful bidder shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful bidder further agrees to comply with

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all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

- 6.15 Attorney's Fees:** In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including attorneys' fees, in a reasonable amount, to be determined by the court. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 6.16 Independent Contractor:** Unless otherwise stated within the IFB documents or the contract, the successful bidder is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 6.17 Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 6.18 Waiver of Breach:** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 6.19 Time of the Essence:** Time is of the essence under this agreement as to each provision in which time of performance is a factor.
- 6.20 Limitation of Liability:** In no event shall the HA be liable to the successful bidder for any indirect, incidental, consequential, or exemplary damages.
- 6.21 Indemnity:**
- 6.21.1** The successful bidder shall protect, indemnify and hold the HA, its officers, employees, agents, consulting engineers and other retained consultants harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character which the HA, its officers, employees, agents, consulting engineers or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against the HA, its officers, employees, agents, consulting engineers or other retained consultants such as:
- 6.21.1.1** as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act on the part of

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the successful bidder, its subcontractors or agents, or anyone directly or indirectly employed by any subcontractor or agent, in the fulfillment or performance of the terms, conditions or covenants that are contained in this contract or agreement, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in part, by any party indemnified hereunder; or

6.21.1.2 as a result of, or by reason of, or arising out of, or on account of, or in consequence of, any neglect in safeguarding the work; or

6.21.1.3 through the use of unacceptable materials or products, or both, which may be defective or manufactured, designed or installed so as to give rise to a claim; or

6.21.1.4 because of any claim or amount recovered under the "Nevada Industrial Insurance Act", or any other law, ordinance, or decree, which claim or recovery arose out of or is attributable to any act or failure to act on the part of the successful bidder in the fulfillment or performance of the terms, conditions and covenants that are contained in this contract. Any money due by the successful bidder under and by virtue of this contract which is considered necessary by the HA for such purpose, may be retained by the HA for its protection; or in case no money is due, its surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney's fees and court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to the HA provided, however, that money due the successful bidder will not be withheld when the successful bidder produces satisfactory evidence that it is adequately protected by public liability and property damage insurance, if required.

6.21.2 In this connection, it is expressly agreed that the successful bidder shall, at its own expense, defend the HA, its officers, employees, agents, consulting engineers and other retained consultants, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the successful bidder has indemnified the HA, its officers, employees, agents, consulting engineers and other retained consultants against, and if the successful bidder shall fail to do so, the HA shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the successful bidder including attorney's fees and court costs; provided, however, that if the forum in which such claim suit or action is heard determines that the occurrence that gave rise to

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the same was caused, in whole or in part, by any party who is indemnified hereunder, the HA shall reimburse the successful bidder for all, or the indemnified party's proportionate share, as the case may be, of the costs of such defense.

- 6.21.2 Reimbursement to the successful bidder by the HA, in whole or in part, for the costs of protecting traffic shall not serve to relieve the successful bidder of its responsibility as set forth in the IFB documents.
 - 6.21.3 The successful bidder guarantees the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, in connection with the contract.
- 6.22 **Lobbying Certification:** By proposing to do business with the HA or by doing business with the HA, each bidder certifies the following:
- 6.22.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of an Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - 6.22.2 If any funds other than Federal appropriated funds 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 an Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - 6.22.3 The successful bidder shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
 - 6.22.4 This clause is a material representation of fact upon which reliance was placed when the award was made or entered into. The signing of a contract or acceptance of award certifies compliance with this certification, which is a prerequisite for making or entering into a contract, which is imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

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6.23 24 CFR 85.36(i), Procurement: Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the HA and the contractor each agree to comply with the following provisions and agree that any contract that ensues as a result of this IFB will include the following clauses, whether actually inserted or by reference:

6.23.1 Remedies for Contractor Breach: Pertaining to contract-related issues, it is the responsibility of both the HA and the contractor to communicate with each other in as clear and complete a manner as possible. If at any time during the term of this contract the HA or the contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the HA has the right to issue unilateral addendums to this contract, but the contractor does not have the same right). The other party shall, within 10 days, respond in writing to the other party (however, the HA shall retain the right to, if conditions warrant, require the contractor to respond in a shorter period of time). Further, the HA shall, at a minimum, employ the following steps in dealing with the contractor as to any performance issues:

6.23.1.1 If the contractor is in material breach of the contract, the HA may promptly invoke the termination clause detailed within Section No. 3 of Attachment G-1, form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I – (With or without Maintenance Work)*, which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.

6.23.1.2 Prior to termination, the HA may choose to warn the contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the contractor on probation, thereby giving the contractor a certain period of time to correct the deficiencies or potentially suffer termination. The HA shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the contractor does not agree with such action, the contractor shall have 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HA's alleged incorrect action(s).

6.23.1.3 After termination, if the contractor does not agree with the HA's justification for the termination, the contractor shall have

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10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HA's alleged incorrect action(s).

- 6.23.1.4** The response to any protest received shall be conducted in accordance with Section No. 4.0 of this document.
- 6.23.2** **Termination For Cause and Convenience:** As detailed within Clause No. 3 of Attachment G-1, Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I – (Within or without Maintenance Work)*, attached hereto.
- 6.23.3** **Executive Order 11246:** For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
- 6.23.4** **Copeland "Anti-Kickback" Act:** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- 6.23.5** **Davis-Bacon-Act:** For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 6.23.6** **Sections 103 and 107 of the Contract Work Hours and Safety Standards Act:** For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 6.23.7** **Reporting:** Both parties hereby agree to comply with any reporting requirements that may be detailed herein.
- 6.23.8** **Patent Rights:** Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.
- 6.23.9** **Copy Rights/Rights in Data:** In addition to the requirements contained within Clause No. 5 of Attachment G-1, *General Conditions for Non-*

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Construction Contracts, Section I – (With or without Maintenance Work), the HA has unlimited rights to any data, including computer software, developed by the contractor in the performance of the contract specifically:

- 6.23.9.1 Except as provided elsewhere in this clause, the HA shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software.
- 6.23.9.2 The contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.
- 6.23.9.3 For data first produced in the performance of this contract, the contractor may establish, without prior approval of the CO, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The contractor grants the HA and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the HA.
- 6.23.9.4 The contractor shall not, without the prior written permission of the contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains copyright notice, unless the contractor identifies such data and grants the HA a license of the same scope as identified in the preceding paragraph.

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- 6.23.9.5 The HA agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this contract are improperly marked, the HA may either return the data to the contractor, or cancel or ignore the markings.
- 6.23.9.6 The contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the contractor's obligations under this contract.
- 6.23.9.7 Notwithstanding any provisions to the contrary contained in the contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such contract has been bid prior to the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the contractor agrees the HA shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing contract, shall be subject to the following procedures.
- 6.23.9.8 The restricted computer software delivered under this contract may not be used, reproduced, or disclosed by the HA except as provided below or as expressly stated otherwise in this contract. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any HA location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.
- 6.23.10 **Clean Air Act:** For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 6.23.13 **Energy Policy and Conservation Act:** Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency,

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which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

6.24 Additional Federally Required Orders/Directives: Both parties agree that they will comply with the following laws and directives that the HA has received from HUD and that these same clauses will be a part of any contract that ensues as a result of this IFB:

6.24.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

6.24.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The HA hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).

6.24.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the HA requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

6.24.4 The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.

6.24.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

6.24.6 HUD Information Bulletin 909-23 which is the following:

6.24.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;

6.24.6.2 Clean Air and Water Certification; and

6.24.6.3 Energy Policy and Conversation Act.

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- 6.24.7 The mentioned herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party.

INVITATION FOR BIDS (IFB) No. 247-MD-23-S, PORCH REPLACEMENT 200 CARROLL AVE.

Sample Contract Form between
Chip Dip, LLC and [Contractor]
(IFB Attachment G)

INTRODUCTION

This contract by and between Chip Dip, LLC (hereinafter "the Agency"), and _____, (hereinafter "the Contractor") is hereby entered into this ____ day of _____, 2024.

Services pursuant to this contract shall begin on the ____ day of _____, 2024, and shall end on the ____ day of _____, 2024, unless otherwise extended, modified, terminated, or renewed by the parties as provided for within this contract. Unless otherwise detailed herein, all references to "days" shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday, or legal holiday, then the period of time shall be automatically extended to include the next workday). Also, whenever the term "herein" is referred to, such refers to this contract form, the appendices, and all listed attachments.

1.0 Definitions.

- 1.1 **Contracting Officer (CO).** The Agency Contracting Officer, typically the Agency Chief Executive Officer, but may be another person delegated such authority by the CEO.
- 1.2 **Chief Executive Officer (CEO).** The Agency Chief Executive Officer.
- 1.3 **Chip Dip, LLC aka the Housing Authority.** Any reference herein or within any Appendix to the "Housing Authority" or the "HA" shall be interpreted to mean the same as the Agency.
- 1.4 **Invitation for Bids (IFB).** A competitive solicitation process conducted by the Agency wherein award was completed to the responsive and responsible bidder that submitted the lowest cost.

2.0 Services and Payment.

- 2.1 **Scope of Services.** The services provided pursuant to this contract generally consist of those services for the Agency as described herein and within the Appendices. Said services shall be provided on the dates and times determined by the Agency at the designated Agency community and facilities. In addition, the Agency shall retain the right to implement and/or enforce any item issued as a part of IFB No. 247-MD-23-S.
- 2.2 **Provisions of any and all Work (Task Orders).** The Contractor shall not begin any additional work (other than that already detailed herein) without the receipt of a completed Contract Task Order from the authorized Agency representative. This Task Order may take the form of an e-mail.
- 2.3 **Cost/Value of Services.**
 - 2.3.1 **Contract Value.** The current total Not-To-Exceed (NTE) value of this contract is:

Sample Contract Form between
Chip Dip, LLC and [Contractor]
(IFB Attachment G)

\$ __, __. __

2.3.1.1 The Contractor exceeds the NTE amount at his/her own risk. The Contractor is under no obligation to provide additional services that would cause the Contractor's fees to exceed the NTE amount without prior revision of this amount by written change order. Further, the Agency reserves the right to amend this amount (increase/decrease) at any time during the ensuing contract period(s) when the Agency determines doing so is in its best interests.

2.4 **Renewal Options.** This contract is initially executed for the agreed period of time allowed for the contractor to complete the work.

2.5 **Time Performance.** The Contractor will complete each assigned task as assigned by the Agency.

2.6 **Liquidated Damages.** As actual damages for any delay in completion are impossible to determine, the contractor and his surety shall be liable for and shall pay to Chip Dip, LLC the sum hereinafter stipulated as fixed and agreed liquidated damages for each day of delay until the work is completed and accepted.

\$200 per calendar day

2.6 **Billing Method.**

2.6.1 To receive payment for services rendered pursuant to this contract the Contractor shall submit a fully completed invoice for work previously performed to:

Chip Dip, LLC
Attention: Willie Carr
150 Highland Ave.
Bridgeport, CT 06604

2.6.2 At a minimum, the invoice shall detail the following information:

2.6.2.1 Unique invoice number;

2.6.2.2 Contractor's name, address, and telephone number;

2.6.2.3 Date of invoice and/or billing period;

2.6.2.4 Applicable Contract No.;

2.6.2.5 Applicable Purchase Order No.;

Sample Contract Form between
Chip Dip, LLC and [Contractor]
(IFB Attachment G)

2.6.2.6 Brief description of services rendered, including, as applicable, timeframe, total hours being billed for each service at each detailed site, and at the approved rate (may be submitted in the form of a report);

2.6.2.7 Task Order, approved by the Agency CEO; and

2.6.2.8 Total dollar amount being billed.

2.6.3 The Agency will pay each properly completed invoice received on a Net/30 basis. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this contract.

3.0 **Agency's Obligations.** Pursuant to this contract, the Agency agrees to provide the specific services detailed herein and shall be responsible for the following:

3.1 The Agency agrees to not provide to the Contractor any Task Order assigning work to the Contractor without the prior approval of the CEO.

4.0 **Contractor's Obligations.** Pursuant to this contract, the Contractor agrees to provide the specific services detailed herein and shall be responsible for the following:

4.1 **Supervision and Oversight.** The Contractor shall be solely responsible for providing supervision and oversight to all the Contractor's personnel that are assigned to the Agency properties pursuant to this contract.

4.2 **Qualified Personnel.** The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested, and trained in the manner described within this contract and, as proposed by the Contractor within its bid or as provided by the Contractor during the Contractor's normal conduct of business.

4.3 **Compliance with Federal and State Laws.** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State, and local laws, regulations, codes, and ordinances.

4.4 **Insurance Requirements.**

4.4.1 **Indemnity.** The complete indemnity requirements are detailed within Section 11.18 herein.

4.4.2 **Insurances.** In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:

**Sample Contract Form between
Chip Dip, LLC and [Contractor]
(IFB Attachment G)**

- 4.4.2.1 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a maximum deductible amount of \$5,000.
- 4.4.2.2 Automobile Liability Insurance.** Automobile Liability coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000, with a deductible not greater than \$5,000.
- 4.4.2.3 Worker's Compensation Insurance.** Worker's compensation coverage evidencing carrier and coverage amount.
- 4.4.2.4 Certificates/Endorsements.** The Contractor shall provide to the Agency with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-referenced insurance coverage, including naming the Agency as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof. Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the Agency:

Chip Dip, LLC
Attention: Jeff Bisson, Purchasing Agent
150 Highland Ave.
Bridgeport, CT 06604

OR

jbisson@parkcitycommunities.org

- 4.5 Licensing.** The Contractor shall also provide to the Agency a copy of any required licenses. Failure to maintain these licenses in a current status during the term(s) of this contract shall constitute a material breach thereof.
- 4.6 Financial Viability and Regulatory Compliance.**

**Sample Contract Form between
Chip Dip, LLC and [Contractor]
(IFB Attachment G)**

- 4.6.1 The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state, and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state, or local taxes or business assessments.
- 4.6.2 The Contractor agrees to promptly disclose to the Agency any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such an issue to the Agency in writing within 5 days of such notification received will constitute a material breach of this contract.
- 4.6.3 The Contractor further agrees to promptly disclose to the Agency any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this contract.
- 4.6.4 All disclosures made pursuant to this section of the contract shall be made in writing and submitted to the Agency within the time periods required herein.
- 4.7 **Confidentiality.** The Contractor, in connection with performing his/her services hereunder, will have access to or may be provided certain confidential information concerning the Agency and agrees that any information concerning the finances, accounting practices, business, client, client lists, property information, client data, records of the Agency or any other information which a reasonable person could conclude that should remain confidential (collectively Confidential Information), will not be disclosed to any party and without limitation, any employee of the Agency or any client or potential client of the Agency at any time, except for the Contractor's legal counsel, accounts, or financial advisors, who will also hold such Confidential Information in confidence. The Contractor acknowledges that the information is being provided with the sole understanding that all Confidential Information will remain confidential and will be held in the strictest confidence. The Contractor further acknowledges that any disclosure of the Confidential Information, whether intentional or inadvertent, may harm the Agency. The Agency will have the right to enforce this Contract by specific performance, as well as hold the Contractor liable for any damages caused by any disclosure of any Confidential Information, whether intentional or inadvertent. The Contractor agrees that he has received valuable consideration for the entering into of this Contract and agrees to be bound all its terms and conditions. This Contract will be binding on the Contractor and any attorney, accountant, financial advisor who also may be provided Confidential Information.

Sample Contract Form between
Chip Dip, LLC and [Contractor]
(IFB Attachment G)

- 4.8 **No Smoking on Agency Property.** The Agency has implemented a No Smoking policy on all its properties. Accordingly, the Contractor shall ensure that its employees or other persons brought or allowed onsite by the Contractor shall not utilize any smoking materials on Agency property at any time.
- 5.0 **Modification.** This contract shall not be modified, revised, amended, or extended except by written addendum, preferably executed by both parties, but the Agency shall retain the right to issue a unilateral addendum (pursuant to HUD regulation, the Contractor shall not have the same right). The Agency acknowledges that such "unilateral addendum" must not be otherwise in conflict with the current requirements already stated within this contract, or any appendix attached thereto, or in conflict with any relevant regulation or law; in either case, if a unilateral addendum is issued in conflict with the current requirements of the contract, and the amended conditions are deemed necessary by the Agency, and if the amended conditions cause the Contractor to be required to provide additional services, the Agency will negotiate suitable additional compensation to the Contractor to compensate the Contractor for the additional work caused by the unilateral addendum issued.
- 6.0 **Severability.** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 7.0 **Applicable Laws.**
- 7.1 **Compliance with Federal and State Laws.** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State, and local laws, regulations, codes, and ordinances.
- 7.2 **Jurisdiction of Law.** The laws of the State of Connecticut shall govern the validity, construction, and effect of this contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that Bridgeport, CT is the appropriate forum for any action relating to this contract. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such prevailing party. This contract may be signed in counterparts.
- 8.0 **Notices, Invoices, and Reports.**
- 8.1 All notices, reports and/or invoices submitted to the Agency by the Contractor pursuant to this contract shall be in writing and delivered to the attention of the following person representing the Agency:

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Chip Dip, LLC and [Contractor]
(IFB Attachment G)

Chip Dip, LLC
Attention: Willie Carr
150 Highland Ave.
Bridgeport, CT 06604

or, if appropriate, e-mailed to: wcarr@parkcitycommunities.org

- 8.2 All notices submitted to the Contractor pursuant to this contract shall be in writing and mailed to the attention of:

or, if appropriate, shall be e-mailed to: _____@_____.

9.0 Disputed Billings (Charges).

- 9.1 **Procedures:** In addition to the procedures detailed within Clause No. 31 of Contract Appendix No. 1, form HUD-5370 (01/2014), *General Conditions for Construction Contracts - Public Housing Programs*, in the event that the Agency disputes any portion of its billing(s), the Agency shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

9.1.1 The Agency's representative shall, within 10 days after the Agency's receipt of such billing, formally notify the Contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.

9.1.2 If such dispute cannot be resolved by the Contractor's response, within 10 days after such notification is given, the CO and the Contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.

9.1.3 If the CO and the Contractor's representative are unable to resolve the dispute through such discussion within 10 days, the Agency shall, within 10 days thereafter, either (herein, "appropriate" at the sole decision and discretion of the Agency):

9.1.3.1 Pay the disputed charges and reserve the right to submit the matter to the appropriate District Court in the State of Connecticut; or,

9.1.3.2 Not pay the disputed charge and submit the matter to the appropriate district court in the State of Connecticut; or,

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9.1.3.3 Not pay the disputed charge and allow the Contractor to submit the matter either to the appropriate District Court in the State of Connecticut.

10.0 **2 CFR §200.327, Appendix II, *Contract Provisions For Non-Federal Entity Contracts Under Federal Awards*.** Pursuant to this CFR, as issued by the Office of the U.S. Secretary of HUD, the Agency, and the Contractor each agree to comply with the following provisions and agree that any contract that ensues as a result of this IFB will include the following clauses, whether actually inserted or by reference:

10.1 **Remedies for Contractor Breach.** Pertaining to contract-related issues, it is the responsibility of both the Agency and the Contractor to communicate with each in as clear, and complete, a manner as possible. If at any time during the term of this contract the Agency or the Contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the Agency has the right to issue unilateral addendums to this contract, but the Contractor does not have the same right). The other party shall, within 10 days, respond in writing to the other party (however, the Agency shall retain the right to, if conditions warrant, require the Contractor to respond in a shorter period of time). Further, the Agency shall, at a minimum, employ the following steps in dealing with the Contractor as to any performance issues:

10.1.1 If the Contractor is in material breach of the contract, the Agency may promptly invoke the termination clause detailed within Section No. 32 of Contract Appendix No. 1, form HUD-5370 (01/2014), *General Conditions for Construction Contracts-Public Housing Programs*, which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the Contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.

10.1.2 Prior to termination, the Agency may choose to warn the Contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the Contractor on probation, thereby giving the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. The Agency shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the Contractor does not agree with such action, the Contractor shall have ten 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).

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- 10.1.3 After termination, if the Contractor does not agree with the Agency's justification for the termination, the Contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).
- 10.1.4 The response to any protest received shall be conducted in accordance with Section No. 4.0 of the *Supplemental Instructions to Bidders and Contractors* document.
- 10.2 **Termination for Cause and Convenience.** For all contracts in excess of \$10,000, as detailed within Clause No. 3 of Contract Appendix No. 1, form HUD-5370-C (01/2014), *General Conditions for Non-Construction Contracts, Section I – (With or without Maintenance Work)*, attached hereto. In addition to the immediate foregoing, if the Agency terminates the Contractor for convenience, the Agency should seek a settlement to compensate the contractor fairly for work performed, for other costs incurred under the contract, including a reasonable allowance for profit. However, no profit shall be allowed on settlement expenses. In addition, the Contracting Officer shall not allow profit if it appears that the contractor would have incurred a loss had the entire contract been complete. Fair compensation is a matter of judgement and cannot be measured exactly. The Contracting Officer should use prudent business judgment in the settlement process, as opposed to strict accounting principles. The parties may agree to a total amount to be paid to the contractor without agreeing on individual cost items or profit.
- 10.3 **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 10.4 **Davis-Bacon Act, as amended (40 U.S.C.3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C.3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors [are] required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors [are] required to pay wages not less than

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once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 10.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or *contracts for transportation or transmission of intelligence*.
- 10.6 Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 10.7 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as

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amended (33 U.S.C.1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 10.8 Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 10.9 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 10.10 §200.323 Procurement of recovered materials.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only 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, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 10.11 §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**
- 10.11.1** Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- 10.11.1.1** Procure or obtain;
- 10.11.1.2** Extend or renew a contract to procure or obtain; or

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- 10.11.1.3 Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 10.11.1.3.1 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- 10.11.1.3.2 Telecommunications or video surveillance services provided by such entities or using such equipment.
- 10.11.1.3.3 Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 10.11.2 In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

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10.11.3 See Public Law 115-232, section 889 for additional information.

10.11.4 See also § 200.471.

10.12 §200.322 Domestic preferences for Procurements.

10.12.1 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

10.12.2 For purposes of this section:

10.12.2.1 “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

10.12.2.2 “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11.0 Additional Considerations.

11.1 Right of Joinder.

11.1.1 Any political subdivision within the State of Connecticut (or any other jurisdiction within the United States) may be granted the privilege of joining the awarded contract, only at the option of the Contractor. If the Contractor so grants such a privilege, the terms, and conditions, of the IFB documents, including the ensuing contract, may be passed on to the joining political subdivision by the Contractor.

11.1.2 The Contractor shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the Contractor allows another political subdivision to join the Agency contract, it is expressly understood that the Agency shall in no way be liable for the joining political subdivision obligations to the Contractor in any manner whatsoever.

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- 11.2 **Non-Escalation.** Unless otherwise specified within the IFB documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.
- 11.3 **Funding Restrictions and Order Quantities.** The Agency reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Agency, if:
- 11.3.1 Funding is not available; or,
- 11.3.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
- 11.3.3 The Agency's requirements in good faith change after award of the contract.
- 11.4 **Local, State, and/or Federal Permits.** Unless otherwise stated in the IFB documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this IFB, whether or not they are known to either the Agency or the bidders at the time of the bid submittal deadline or the award, shall be the sole responsibility of the Contractor and any costs that were submitted by the Contractor in response to the IFB shall reflect all costs required by the Contractor to procure and provide such necessary permits.
- 11.5 **Taxes.** All persons doing business with the Agency are hereby made aware that the Agency is exempt from paying Connecticut State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request to any awarded contractor.
- 11.6 **Government Standards.** It is the responsibility of the bidder to ensure that all items and services proposed conform to all local, State, and Federal law concerning safety (OSHA) and environmental control (EPA and County Pollution Regulations) and any other enacted ordinance, code, law, or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law, or regulation. No time extensions shall be granted, or financial consideration given, to the Contractor for time or monies lost due to violations of any such ordinance, code, law, or regulations that may occur.
- 11.7 **Freight on Bill and Delivery.** All costs submitted by the bidder shall reflect the cost of delivering the proposed items and/or services to the locations(s) specified within the IFB documents or within the contract.
- 11.7.1 The Contractor agrees to deliver to the designated location(s) on or before the date specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the Contractor. Upon default, the Contractor agrees that the Agency may, at its option, rescind

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the finalized contract under the default clause herein and seek compensatory damages as provided by law.

11.8 Backorders.

11.8.1 The CO must be notified in writing by the Contractor within 10 days of any and all backordered materials and/or any incomplete services and the estimated delivery date.

11.8.2 Unless otherwise stipulated in the contract, any order that will take more than a maximum of 10 days past the original agreed upon delivery date, may at the option of the Agency, be canceled and ordered from another source, if, in the opinion of the CO, it is in the best interests of the Agency to do so.

11.9 Work on Agency Property. If the Contractor's work under the contract involves operations by the Contractor on Agency premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the Agency's negligence, shall indemnify the Agency, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.

11.10 Official, Agent and Employees of the Agency Not Personally Liable. It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the Agency in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

11.11 Subcontractors. Unless otherwise stated within the IFB documents, the Contractor may not use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract without the prior written permission of the CO.

11.12 Salaries and Expenses Relating to the Contractors Employees. Unless otherwise stated within the IFB documents, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State, and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

11.13 Attorney's Fees. In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and

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other expenses of such litigation, including reasonable attorneys' fees. The amount allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.

11.14 Independent Contractor. Unless otherwise stated within the IFB documents or the contract, the Contractor is an independent Contractor. Nothing herein shall create any association, Agency, partnership, or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

11.15 Waiver of Breach. A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

11.16 Time of the Essence. Time is of the essence under this agreement as to each provision in which time of performance is a factor.

11.17 Limitation of Liability. In no event shall the Agency be liable to the Contractor for any indirect, incidental, consequential, or exemplary damages.

11.18 Indemnification.

11.18.1 The Contractor shall indemnify, defend, and hold the Agency (and its officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this contract, (3) comply with the Connecticut "Industrial Insurance Act," or any other similar law, ordinance, or decree; or (4) ensure that the any subcontractors abide by the terms of this provision and this contract; provided, however, that Contractor will not be required to indemnify the Agency against any loss or damage which was specifically caused by the Agency providing inaccurate information to the Contractor, failing to provide necessary and requested information to the Contractor, or refusal to abide by any recommendation of the Contractor.

11.18.2 In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the Agency, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the Agency. If the

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Contractor shall fail to do so, the Agency shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.

11.18.3 Any money due to the Contractor under and by virtue of this contract, which the Agency believes must be withheld from the Contractor to protect the Agency, may be retained by the Agency so long as it is reasonably necessary to ensure the Agency's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the Agency provided, however, neither the Corporation's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the Agency from any potential claims.

11.18.4 The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors in connection with the contract.

11.19 Lobbying Certification. By execution of this contract with the Agency the Contractor thereby certifies, to the best of his or her knowledge and belief, that:

11.19.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.

11.19.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form- LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.

11.19.3 The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative

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agreements) and that all sub-recipients shall certify and disclose accordingly.

- 11.20 Additional Federally Required Orders/Directives.** Both parties agree that they will comply with the following laws and directives, where applicable:
- 11.20.1 Executive Order 11061**, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.
 - 11.20.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964**, which provides that no person in the United States shall, on the basis of race, color, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The Agency hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).
 - 11.20.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968.**, popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex, or national origin. Pursuant to this statute, the Agency requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.
 - 11.20.4 The Age Discrimination Act of 1975**, which prohibits discrimination on the basis of age.
 - 11.20.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).**
 - 11.20.6 HUD Information Bulletin 909-23** which is the following:
 - 11.20.6.1** Notice of Assistance Regarding Patent and Copyright Infringement; and,
 - 11.20.6.2** Clean Air and Water Certification; and,
 - 11.20.6.3** Energy Policy and Conversation Act.
 - 11.20.7** That the funds that are provided by the Agency and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or

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otherwise engage the services of any debarred, suspended, or ineligible Contractor.

- 11.20.8** That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.
- 11.20.9** The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either part.
- 11.20.10 Additional State of Connecticut Required Non-Discrimination Provisions:**
(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials

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fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of

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this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights

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and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

12.0 Section 3 Clause. Pursuant to recently - issued HUD regulation, the formerly required clauses detailed at 24 CFR §135.38, the so-called *Section 3 clause*, is no longer pertinent to this contract; accordingly, the previously issued Section 3 Clause is not including as a part of this contract.

13.0 Appendices. The following noted documents are placed under each of the noted appendix and are a part of this contract:

[Table No. 1]

Section No.	Contract Appendix No.	Appendix Description
13.1	1	form HUD-5370 (1/2014), <i>General Conditions for Construction Contracts-Public Housing Programs</i>
13.1.1	1.1	Supplemental conditions pertaining to form HUD-5370 (1/2014), <i>General Conditions for Construction Contracts-Public Housing Programs</i>
13.2	2	HUD-92554M (Rev. 04/11), <i>Supplementary Conditions of the Contract for Construction</i>
13.3	3	form HUD-2554, <i>Supplementary Conditions of the Contract for Construction</i>
13.4	4	Form HUD-4010 (06/2009), <i>Federal Labor Standards Provisions</i>
13.5	5	form HUD-92010 (3/2006), <i>Equal Employment Opportunity Certification</i>

INVITATION FOR BIDS (IFB) No. 247-MD-23-S, PORCH REPLACEMENT 200 CARROLL AVE.

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(IFB Attachment G)

13.6	6	form HUD-51000 (1/2014), <i>Schedule of Amounts for Contract Payments</i>
13.7	7	form HUD-51001 (1/2014), <i>Periodic Estimate for Partial Payment</i>
13.8	8	form HUD-51002 (1/2014), <i>Schedule of Change Orders</i>
13.9	9	form HUD 51003 (1/2014), <i>Schedule of Materials Stored</i>
13.10	10	form HUD-51004 (1/2014), <i>Summary of Materials Stored</i>
13.11	11	form HUD-5372 (1/2014), <i>Construction Progress Schedule</i>
13.12	12	<i>form WH-347 (Dec./2008), Payroll</i>
13.13	13	Form HUD-11 (8/2004), <i>Record of Employee Interview</i>
13.14	14	form HUD 50071 (01/14), <i>Certification of Payments to Influence Federal Transactions</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.)
13.15	15	Standard Form LLL (Rev. 01/14), <i>Disclosure of Lobbying Activities</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.)
13.16	16	Davis-Bacon General Wage Decision
13.17	17	<i>Low-income Resident Hiring Plan</i>
13.19	19	Notice to Proceed
13.20	20	Scope of Work
13.21		Inclusion by Reference. Included by reference herein is any document or clause issued as a part of IFB No. 247-MD-23-S that the Agency may choose to include at any time during the performance of this contract or any options exercised thereto by the Agency. Further, any document that may be referenced herein that has not been listed above is hereby incorporated herein by reference, and a copy of each such document is available from the Agency upon written request for such from the Contractor. The Agency also retains the right to implement at any time during the ensuing contract period(s) any portion of the successful bidder bid submittal.
13.22		Order of Precedence. Please note that, in the case of any discrepancy between this contract and any of the above noted appendices, the requirement(s) detailed within the body of this contract shall take first precedence, then the requirement(s) detailed within each appendix shall take precedence in the order that they are listed above (meaning, the requirement(s) detailed within the lower listed item may not overrule any requirement(s) detailed within a higher listed item).

14.0 CERTIFICATIONS. The undersigned representative of each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein:

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Chip Dip, LLC and [Contractor]
(IFB Attachment G)

[The Contractor]:

By: _____ Date: _____
[Name], [Title]

Chip Dip, LLC:

By: _____ Date: _____
Jillian Baldwin, CEO

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. 3/31/2020)

Applicability. This form is applicable to any construction/development contract greater than \$150,000.

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, 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.
- (i) "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.

2. Contractor's Responsibility for Work

- (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.

(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 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 _____ 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 no wise 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 an 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.

SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

U.S. Department of Housing
and Urban Development
Office of Housing

OMB Approval No. 2502-0598
(Exp. 12/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.2 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. Response to this request for information is required in order to receive the benefits to be derived. 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. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

Article 1: Labor Standards

A. Applicability. The Project or program to which the construction work covered by this Contract pertains is being assisted or insured by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract or related instrument pursuant to the provisions applicable to such Federal assistance or insurance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation.

B. Minimum Wages. Pursuant to Section 212 of the National Housing Act, as amended, 12 U.S.C. 1715c, the minimum wage provisions contained in this paragraph B do not apply to those projects with Security Instruments insured under Section 221(h)(1) designed for less than 9 families and they do not apply to those projects with Security Instruments insured under either Section 220 or 233 designed for less than 12 families.

1. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project) shall 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 (40 U.S.C. 3141(2)(B)(ii)) 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 that is not listed in the wage determination and that is to be employed under this Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits 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, U.S. Department of Labor, Washington, D.C. 20210 ("**Administrator**"). The Administrator, or an authorized representative, shall approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (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, shall issue a determination within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (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 B.1.(ii)(b) or (c) of this Article, 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 that 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 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, 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.

3. Payrolls, records, and certifications.

(i) 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 at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, 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 (40 U.S.C. 3141(2)(B)(ii))), 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 (40 U.S.C. 3141(2)(B)(ii)), 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 shall 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/whd/forms/wh347.pdf> 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 B.3.(ii)(b) of this Article.

(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 Sections 3801 et seq of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under subparagraph B.3.(i) of this Article 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 shall 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, or with a State Apprenticeship Agency recognized by such Office, or if a person is employed in his or her first ninety (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, 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 the 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, or a State Apprenticeship Agency recognized by such Office, withdraws approval of an apprenticeship program, the Contractor shall 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 shall 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's 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 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 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 shall 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 shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 10 of this paragraph B and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage determination, 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 Contract clauses referenced in this subparagraph.

7. Contract termination and 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 or 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. Certification of Eligibility.

(i) 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 (40 U.S.C. 3144(b)(2)) 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 (40

U.S.C. 3144(b)(2)) 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 1010, 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 Department . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined under this title or imprisoned not more than two years, or both."

C. Contract Work Hours and Safety Standards Act.

1. Applicability and Definitions. This paragraph C of Article 1 is applicable only if a direct form of federal assistance is involved, such as Section 8, Section 202/811 Capital Advance, grants etc., and is applicable only where the prime contract is in an amount greater than \$100,000. As used in this paragraph C, the terms "laborers" and "mechanics" include watchmen and guards.

2. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (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 forty (40) hours in such workweek.

3. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the immediately preceding subparagraph C.2, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the 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 such subparagraph, 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 forty (40) hours without payment of the overtime wages required by the clause set forth in such subparagraph.

4. 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 under any other Federal contract with the same prime contractor, or under 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 3 of this paragraph C.

5. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 5 of this paragraph C 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 such subparagraphs 1 through 5.

D. **Certification.**

For projects with Security Instruments insured under the National Housing Act, as amended, that are subject to paragraph B of this Article 1, the Contractor is required to execute the Contractor's Prevailing Wage Certificate within HUD-92448 as a condition precedent to insurance by HUD of the Loan, or an advance thereof, made or to be made by the Lender in connection with the construction of the Project.

Article 2: Equal Employment Opportunity

A. **Applicability.** This Article 2 applies to any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee.

B. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. 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, disability or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates 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 setting forth the provisions of this nondiscrimination clause.

C. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

D. 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 a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and 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.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor shall include the provisions of paragraphs A through H of this Article 2 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 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as HUD or the Secretary of Labor may direct as a means of enforcing 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 HUD or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Article 3: Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area

A. This Article 3 is applicable to projects covered by Section 3, as defined in 24 CFR Part 135.

B. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from HUD and 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 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the unit of local government or the metropolitan area (or non-metropolitan county) as determined by HUD in which the Project is located and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the Project.

Article 4: Health and Safety

A. This Article 4 is applicable only where the prime contract is in an amount greater than \$100,000.

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

C. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926, and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

D. The Contractor shall include the provisions of this Article 4 in every subcontract so that such provisions shall be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as HUD or the Secretary of Labor shall direct as a means of enforcing such provisions.

Supplementary Conditions of the Contract for Construction

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0470
(Expires 12/31/2016)

Public reporting burden for this collection of information is estimated to average 30 minutes 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 information is required to obtain benefits and voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information collection is necessary to ensure that viable projects are developed. It is important to obtain information from applicants to assist HUD in determining if nonprofit organizations initially funded continue to have the financial and administrative capacity needed to develop a project and that the project design meets the needs of the residents. The Department will use this information to set forth the obligations of the contractor or subcontractor performing under the covered contract. This information is required in order to obtain benefits. This information is considered non-sensitive and no assurance of confidentiality is provided.

Article 1 – Labor Standards

Instructions

Whenever only FHA mortgage insurance is involved, use paragraph (A) and (C) of Article 1 – Labor Standards. Whenever any direct form of assistance (Section 8, Section 202/811 Capital Advance, grants etc.) is involved, use paragraphs (A) and (B) and (C) of Article 1 – Labor Standards.

Applicability

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 Part 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 Part 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 therefore 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 A.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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 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, 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 and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, 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 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 Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), 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 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 maintained under 29 CFR Part 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 paragraph A.3.(ii)(b) of this section.

(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 paragraph A.3.(i) of this section 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 Part 5.12.

4. (i) Apprentices and Trainees. 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 Bureau

of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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's 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 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 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 this part 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 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, 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 29 CFR Part 5.5.

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 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 1010, 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."

B. 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 shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty 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 forty 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 therefore 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 forty 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 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 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. The Contractor will be required to execute FHA Form No. 2403-A, Contractor's Prevailing Wage Certificate, as a condition precedent to insurance by the Federal Housing Administration of that certain mortgage loan, or an advance thereof, made or to be made by the mortgagee in connection with the construction of the project.

Article 2 – Equal Employment Opportunity

The applicant hereby agrees that it will incorporate or cause to be

incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

A. 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 action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates 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 setting forth the provisions of this nondiscrimination clause.

B. 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.

C. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will 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.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G 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 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will 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, 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 Secretary of Housing and Urban Development or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

I. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

J. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Article 3 – Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area

(Applicable to Section 236 projects, where the estimated replacement cost of the project as determined by the Secretary of Housing and Urban Development exceeds \$500,000, and to all projects, including Section 236 regardless of estimated replacement cost, receiving rent supplement assistance under Title I, Section 101 of the Housing and Urban Development Act of 1965.)

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the unit of local government or the metropolitan area (or nonmetropolitan county) as determined by the Secretary of Housing and Urban Development in which the projects located and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or nonmetropolitan county) as the project.

Article 4 – Health and Safety

A. 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.

B. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) 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).

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

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 9/30/2016)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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 action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates 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 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 considerations 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 it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 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 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering 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 nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 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 portion of the sentence immediately preceding paragraph (1) and 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 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address	By
	Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

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, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates 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 setting forth the provisions of the 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 race, creed, color, 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, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

- (5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said 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 or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, 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 regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing 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 HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

- (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

- (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

- (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

- (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

- (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

Schedule of Amounts for Contract Payments

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

OMB Approval No. 2577-0157
(Exp. 12/31/2011)

No progress payments shall be made to the contractor unless a schedule of amounts for contract payments in accordance with the construction contract is received.

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 conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. 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.

Project Name and Location	Project Number
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Name, Address, and Zip Code of Contractor

Nature of Contract	Contract Number
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Approved for Contractor by	Title	Date (mm/dd/yyyy)
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Approved for Architect by	Title	Date (mm/dd/yyyy)
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Approved for Owner by	Title	Date (mm/dd/yyyy)
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Item No. (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal Item (7)
			D			
Total Amount of Contract or Carried Forward						\$

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Signature of authorized representative	Date signed (mm/dd/yyyy)
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Instructions for Preparation of form HUD-51000

1. A separate breakdown is required for each project and prime contract instructions for preparation are given below.
 - a. **Heading.** Enter all identifying information required for both forms.
 - b. **Columns 1 and 2.** In column 1, enter the item numbers starting with No. 1, and in column 2 enter each principal division of work incorporated in the contract work.
 - (1) **Master List.** The Master list contains the basic items into which any construction contract may be subdivided for the purpose of preparing the Construction Progress Schedule and the Periodical Estimates for Partial Payments. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the item numbers. Generally, about 25 to 40 major items appear in a contract.
 - (2) **Items Subdivided.** In the Contractor's breakdown, against which all periodical estimates will be checked prior to payment, each major item must be subdivided into sub-items pertinent to the project involved and in agreement with the Contractor's intended basis for requesting monthly payments.
 - c. **Column 3.** Enter the total quantity for each sub-item of each principal division of work listed in the breakdown.
 - d. **Column 4.** Enter the appropriate unit of measure for each sub-item of work opposite the quantities described in column 3, such as "sq. ft.," "cu. yd.," "tons," "lb.," "lumber per M/BM," "brickwork per M," etc., applicable to the particular sub-item. Items shown on "lump sum" or equivalent basis will be paid for only on completion of the whole item and not on a percentage of completion basis.
 - e. **Column 5.** Enter the unit price, in place, of each sub-item of work.
 - f. **Column 6.** Enter the amount of each sub-item obtained by multiplying the quantities in column 3 by the corresponding unit prices in column 5.
 - g. **Column 7.** Enter the amount of principal item only, obtained by adding the amounts of all sub-items of each principal division of work listed in column 6. Continue with the breakdown on form HUD-51000.
 - h. The "Schedule of Amounts for Contract Payments" shall be signed and dated in the space provided at the bottom of each sheet of the form by the individual who prepared the breakdown for the Contractor.
2. The minimum number of copies required for each submission for approval is an original and two copies. When approved, one fully approved copy will be returned to the Contractor.

Master List of Items

Item No.	Division of Work	Item No.	Division of Work	Item No.	Division of Work
1	Bond	20	Rough Carpentry		Site Improvements
2	General Conditions \1	21	Metal Bucks	44	Retaining Walls
3	Demolition & Clearing	22	Caulking	45	Storm Sewers
	Structures	23	Weatherstripping	46	Sanitary Sewers
4	General Excavation	24	Lath & Plastering-Drywall	47	Water Distribution System
5	Footing Excavation	25	Stucco	48	Gas Distribution System
6	Backfill	26	Finish Carpentry	49	Electrical Distribution System
7	Foundation Piles & Caissons	27	Finish Hardware	50	Street & Yard Lighting
8	Concrete Foundations	28	Glass & Glazing	51	Fire & Police Alarm System
9	Concrete Superstructures	29	Metal Doors	52	Fire Protection System
10	Reinforcing Steel	30	Metal Base & Trim	53	Street Work
11	Waterproofing & Dampproofing	31	Toilet Partitions	54	Yard Work
12	Spandrel Waterproofing	32	Floors	55	(Other)
13	Structural Steel	33	Painting & Decorating	56	(Other)
14	Masonry	34	Screens		Equipment
15	Stonework	35	Plumbing	57	Shades & Drapery Rods
16	Miscellaneous & Ornamental Metal	36	Heating	58	Ranges
17	Metal Windows	37	Ventilating System	59	Refrigerators
18	Roofing	38	Electrical	60	Kitchen Cabinets & Work Tables
19	Sheet Metal	39	Elevators	61	Laundry Equipment
		40	Elevator Enclosures—Metal	62	(Other)
		41	Incinerators—Masonry & Parts		Punch List \2
		42	(Other)	63	Lawns & Planting
		43	(Other)	64	

1 General Conditions should be 3% to 5% of contract amount.

2 Punch List should be approximately 1/2 of 1% or \$30 per dwelling unit, whichever is greater.

Periodic Estimate for Partial Payment

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

OMB Approval No. 2577-0157
(exp. 12/31/2011)

Submit original and one copy to the Public Housing Agency.
Complete instructions are on the back of this form.

Public reporting burden for this collection of information is estimated to average 3.5 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. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Name of Public Housing Agency	Periodic Estimate Number	Period From (mm/dd/yyyy) To (mm/dd/yyyy)
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Location of Project	Project Number
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Name of Contractor	Contract Number
--------------------	-----------------

Item Number (1)	Description of Item (2)	Completed to Date (3)
		\$

Value of Contract Work Completed to Date (Transfer this total to line 5 on back of this sheet)	\$
--	----

Instructions

Headings. Enter all identifying data required. Periodic estimates must be numbered in sequence beginning with the number 1.

Columns 1 and 2. The "Item Number" and "Description of Item" must correspond to the number and descriptive title assigned to each principal division of work in the "Schedule of Amounts for Contract Payments", form HUD-51000.

Column 3. Enter the accumulated value of each principal division of work completed as of the closing date of the periodic estimate. Enter the total in the space provided.

Certifications. The certification of the contractor includes the analysis of amounts used to determine the net balance due. In the first paragraph, enter the name of the Public Housing Agency, the contractor, and the date of the contract. Enter the calculations used in arriving at the "Balance Due This Payment" on lines 1 through 16.

Enter the contractor's name and signature in the certification following line 16.

The latter portion of this certification relating to payment of legal rates of wages, is required by the contract before any payment may be made. However, if the contractor does not choose to certify on behalf of his/her subcontractors to wage payments made by them, he/she may modify the language to cover only himself /herself and attach a list of all subcontractors who employed labor on the site during the period covered by the Periodic Estimate, together with the individual certifications of each.

Certification of the Contractor or Duly Authorized Representative

According to the best of my knowledge and belief, I certify that all items and amounts shown on the other side of this form are correct; that all work has been performed and material supplied in full accordance with the items and conditions of the contract between the (name of owner) _____ and (contractor) _____

dated (mm/dd/yyyy) _____, and duly authorized deviations, substitutions, alterations, and additions; that the following is a true and correct statement of the Contract Account up to and including the last day of the period covered by this estimate, and that no part of the "Balance Due This Payment" has been received.

1. Original Contract Amount \$ _____

Approved Change Orders:

2. Additions (Total from Col. 3, form HUD-51002) \$ _____

3. Deductions (Total from Col. 5, form HUD-51002) \$ _____ (net) \$ _____

4. Current Adjusted Contract Amount (line 1 plus or minus net) \$ _____

Computation of Balance Due this Payment

5. Value of Original Contract work completed to date (from other side of this form) \$ _____

Completed Under Approved Change Orders

6. Additions (from Col. 4, form HUD-51002) \$ _____

7. Deductions (from Col. 5, form HUD-51002) \$ _____ (net) \$ _____

8. Total Value of Work in Place (line 5 plus or minus net line 7) \$ _____

9. Less: Retainage, _____ % \$ _____

10. Net amount earned to date (line 8 less line 9) \$ _____

11. Less: Previously earned (line 10, last Periodic Estimate) \$ _____

12. Net amount due, work in place (line 10 less line 11) \$ _____

Value of Materials Properly Stored

13. At close of this period (from form HUD-51004) \$ _____

14. Less: Allowed last period \$ _____

15. Increase (decrease) from amount allowed last period \$ _____

16. Balance Due This Payment \$ _____

I further certify that all just and lawful bills against the undersigned and his/her subcontractors for labor, material, and equipment employed in the performance of this contract have been paid in full in accordance with the terms and conditions of this contract, and that the undersigned and his/her subcontractors have complied with, or that there is an honest dispute with respect to, the labor provisions of this contract.

Name of Contractor	Signature of Authorized Representative	Title	Date (mm/dd/yyyy)

Certificate of Authorized Project Representative and of Contracting Officer

Each of us certifies that he/she has checked and verified this Periodic Estimate No. _____; that to the best of his/her knowledge and belief it is a true statement of the value of work performed and material supplied by the contractor; that all work and material included in this estimate has been inspected by him/her or by his/her authorized assistants; and that such work has been performed or supplied in full accordance with the drawings and specifications, the terms and conditions of the contract, and duly authorized deviations, substitutions, alterations, and additions, all of which have been duly approved.

We, therefore, approve as the "Balance Due this Payment" the amount of \$ _____.

Authorized Project Representative	Date (mm/dd/yyyy)	Contracting Officer	Date (mm/dd/yyyy)

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Schedule of Change Orders

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

OMB Approval No. 2577-0157
(exp. 12/31/2011)

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 conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: Contractors use this form for reporting the details of approved Change Orders. Attach an original (or a copy) to each copy of the Periodic Estimate for Partial Payment (form HUD-51001) submission, and send to the Public Housing Agency. Complete all entries. Only Change Orders which bear the signatures required by the contract are to be recorded.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy) to (mm/dd/yyyy)
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Location of Project	Project Number
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Name of Contractor	Contract Number
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Approved Change Orders		Additions		Deductions
Change Order Number (1)	Dated (mm/dd/yyyy) (2)	Total Amount of Change Order (3)	Value of Work Completed to Date (4)	Total Amount of Change Order (5)
		\$	\$	\$
Totals		\$	\$	\$

Authorized Project Representative	Date (mm/dd/yyyy)
-----------------------------------	-------------------

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Previous editions are obsolete.

form HUD-51002 (3/92)
ref. Handbooks 7417.1 & 7450.1

Summary of Materials Stored

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

OMB Approval No. 2577-0157
(exp. 12/31/2011)

Public reporting burden for this collection of information is estimated to average 2.5 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. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: This form is for the Contractor to summarize the value of materials stored at the site (as shown on the schedule, form HUD-51003). Use a separate line for the contractor and each of his/her subcontractors. Prepare an original and one copy, attach form HUD-51003, and send to the Public Housing Agency with the Periodic Estimate for Partial Payment, form HUD-51001. **Payment Value.** No more than 90 percent of the estimated value of the stored materials will be allowed, and only the net amount will be carried to line 13 on the back of the Periodic Estimate for Partial Payment, form HUD-51001. **Signatures.** This form must be signed by those employees of the contractor and of the Public Housing Agency who prepare and check the Schedule of Materials Stored, form HUD-51003.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy)	To (mm/dd/yyyy)
Location of Project			Project Number
Name of General Contractor			Contract Number
Name of General Contractor or Subcontractor			Amounts
General Contractor			\$
Subcontractors			\$
Total			\$
Less 10%			\$
Net			\$

Prepared by	Date (mm/dd/yyyy)	Checked by	Date (mm/dd/yyyy)
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I certify that I or my authorized representatives have examined and checked in detail the invoices representing the cost of materials set forth in appended "Schedule of Materials Stored", form HUD-51003, dated (mm/dd/yyyy) _____ submitted by _____ consisting of _____ sheets with an indicated cost of \$ _____, and find that the net unit prices set forth in the schedule are the same or less than the invoices examined, and that such materials were suitably stored at the site of the development as of (date)(mm/dd/yyyy) _____.

Name of Owner	By (Authorized Representative)	Title	Date (mm/dd/yyyy)
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Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Construction Progress Schedule

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

OMB Approval No. 2577-0157 (Exp. 11/30/2023)

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

Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. 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.

1. Name of Public Housing Agency/Indian Housing Authority (PHA/IHA)

2. City		3. State	5. Project Name		
4. Location			6. Project Number		
7. Contract For			8. Contract Time (Days)		
9. From (mm/dd/yyyy)		To (mm/dd/yyyy)	10. Contract Price \$		
11. Number of Buildings		12. Number of Dwelling Units		13. Number of Rooms	

(Submit as many pages as necessary to cover the construction period.)	Year (yyyy)					
	Month					
Actual Monthly Value, Work in Place	(\$)					
Actual Accumulated Progress	(%)					
Anticipated Monthly Value	(\$)					
Accumulated Scheduled Progress	(%)					

Submitted by	Contractor's Name		
	Title	Signature	Date (mm/dd/yyyy)
Approved by	PHA/IHA		
	Title		Date (mm/dd/yyyy)
Approved by	Architect		Date (mm/dd/yyyy)

**Instructions for Preparation of Construction Progress Schedule
Form HUD-5372**

General. The information required for items 1 through 6 can be obtained from the contract documents. (7.) Enter the type of work awarded by the PHA/IHA. This may be "general construction," "plumbing," "heating," "electrical," etc., depending upon prime contract awards. (8.) Enter the contract time in calendar days (unless otherwise stated). (9.) Enter the starting and completion dates as established by the Notice to Proceed.

Year and Month. At the top of the Schedule, space is provided for inserting the "Year" and "Month" to identify the times during which the work is to be performed.

Year. Enter the year when the Notice to Proceed was issued. If the starting date of the contract is such that the time assigned for completion will be carried into a succeeding year, two yearly designations will be shown, each centered over the applicable spread of time for each year.

Month. The body of the Schedule is divided into Columns, each representing a period of one month. Starting in the Column with the month stated in the Notice to Proceed, enter at the top of each column the successive months corresponding to the entire spread of the total contract time. The Schedule must contain monthly columns to cover the entire active period of contract, with extra columns for possible overruns in contract time.

Computation of Anticipated Monthly Value of Work in Place

Before presenting the form for approval, enter in each monthly column the dollar value (omit cents) of the increment of work anticipated to be put in place during that interval of time. This shall be the Contractor's best estimate of the rate of progress for each month. This section contains a suggested guide for the elapsed contract time vs. progress percentages.

The horizontal total of the monthly dollars shown for "Anticipated Monthly Value" must equal the contract price shown in the heading.

Accumulated Scheduled Progress – %

Entries on this line shall show in percentage of total completion the cumulative stage of progress that is scheduled to be reached at the end of each monthly interval. It is generally sufficient to state this anticipated progress to the nearest tenth of one percent, but for very large contracts it may be advisable to extend computations to the nearest hundredth.

The entry for the first month's column should be the % obtained by the anticipated monthly dollar value of work in place at the close of the first month being divided by the contract price.

The entry for the second month's column is obtained by the sum of the anticipated monthly dollar values of work in place for Columns 1 and 2 being divided by the contract price.

Enter in the third month's column the percentage computed similarly, using the sum of dollar values of work in place for Columns 1, 2, and 3. Continue in this manner for the succeeding monthly columns until "100" is reached in the final column.

Charting Actual Progress. The horizontal space extending through the monthly columns is divided into "Actual Monthly Value of Work in Place – \$" and "Actual Accumulated Progress – %." In each monthly column show the actual accumulated % of progress and the actual value of work in place for that month, as the work progresses. An anticipated complete shutdown at some stage in the work because of adverse seasonal weather or otherwise, as may occur in road work, excavation (grading), etc., is readily shown by a gap.

The Contractor's name shall be placed in the lower left-hand corner of the form, together with the signature and title of the employee who prepared the Schedule and the date. The form then shall be sent to the Architect for review. If the Architect considers that changes are necessary to make the Schedule more realistic, it will withhold approval and so advise the Contractor. When the form is acceptable and approved by the Architect, and the PHA/ IHA, it will be returned to the Contractor, who shall reproduce and submit the number and style of prints required by the PHA/ IHA.

Normal building construction experience has proved that the rate of overall progress (as measured by work in place) accelerates slowly at the start, reaches its peak in the middle third of the construction period, and tapers down at the close. The data following illustrate the general average expectancy of a well-balanced operation and may be used as a guide. If the proposed progress lies within reasonable range of these check points, the Schedule may be considered satisfactory insofar as the time-performance feature is involved.

% of Contract Time	% of Accumulated Progress
0	0
10	2
20	8
30	20
40	37
50	57
60	75
70	89
80	96
90	99
100	100

The foregoing percentages must be tempered by consideration of seasonal weather conditions and other known conditions which may affect the progress of the work. These percentages are offered for information only.

U.S. Department of Labor

Wage and Hour Division

PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR OR SUBCONTRACTOR

ADDRESS

OMB No. 1235-0008
Expires 09/30/2026

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK			
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS				

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "turnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210



Date _____

I, _____ (Name of Signatory Party) _____ (Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____ (Contractor or Subcontractor) _____ (Building or Work) _____ that during the payroll period commencing on the _____ day of _____, _____ and ending the _____ day of _____, _____ all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ from the full _____ (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.	

InstructionsGeneral:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Standards staff, and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews shall be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

Completing the form HUD-11:

Items 1a - 1c: Self-explanatory

Items 2a – 2d: Enter the employee's full name, a telephone number where the employee can be reached, and the employee's home address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a – 4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5 – 7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g., Carpenter, Electrician, Plumber) – responses such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8 – 12b: Self-explanatory

Items 13 – 15c: These items represent some of the most important information that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in that trade(s) that are available.

Items 16 – 17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Item 18: Please place here any additional information you may want to document or continuing information from other lines that do not fit in their block space.

Once the corresponding certified payroll reports are received, the information on the HUD-11 shall be compared to the payroll reports. Any discrepancies noted between the HUD-11 information and that on the payroll report shall be noted in Item 16, Remarks. If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.

Record of Employee Interview

U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards

OMB Approval No. 2501-0009
(exp. 12/31/2024)

The public reporting burden estimate for this collection of information is 15 minutes per response on average. This includes reviewing instructions, searching existing data sources, gathering, and maintaining the data, and completing the collection of information. This information may not be collected, nor are you required to provide, the information requested unless it displays a currently valid OMB control number. The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers. The information collected assists HUD in compliance monitoring of Federal labor standards. Any information collected is covered by the Privacy Act of 1974 and by 29 CFR 5.6(a)(5). Individuals and agencies collecting this information must maintain these records in a manner that protects the individuals on whom the information is maintained. The information collected herein is voluntary, and any information provided shall be kept confidential, but failure to provide the information collected may delay enforcement of any possible Federal labor standards violations if the information would have identified any. Comments concerning this burden statement, or this collection should be sent to: National Director, Office of Davis-Bacon and Labor Standards, 151 7th Street SW, Room 7108, Washington, DC 20410. When providing comments, please refer to OMB Approval 2501-0009.

Pursuant to 5 U.S.C. § 552a(e)(3), this Privacy Act Statement serves to inform you of the following concerning the collection of the information on this form.
A. AUTHORITY: Collection of the information solicited on this form is authorized by the Davis-Bacon Act as promulgated through Department of Labor Regulations under 29 CFR Part 5.
B. PURPOSE: The primary purpose for soliciting this information is to determine if the wages paid by an employer on a project covered by the Davis-Bacon Act are in compliance with federal labor standards.
C. ROUTINE USES: The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers on topics related to wages paid on the project. The information is reviewed by HUD authorized personnel to ensure compliance with Federal labor standards under the Davis-Bacon Act on covered projects. If violations are found, the information collected is used to conduct enforcement actions to ensure restitution is paid to workers of covered projects are paid proper wages under the Davis-Bacon Act.
D. CONSEQUENCES OF FAILURE TO PROVIDE INFORMATION: The information collection is voluntary. Refusing to give information will not impact your status with your employer or the government. Failure to provide the information will limit the ability of HUD to determine if you were paid proper wages under the Davis-Bacon Act, and will limit the ability for HUD to seek restitution for you in the event a violation is found.

1a. Project Name			2a. Employee Name			
1b. Project Number			2b. Employee Phone Number (including area code)			
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code			
			2d. Verification of identification? Yes No			
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits? Vacation Yes No Medical Yes No Pension Yes No	4c. Pay stub? Yes No	
5. Your job classification(s) (list all) --- continue in block 18 if necessary						
6. Your duties --- continue in block 18 if necessary						
7. Tools or equipment used --- continue in block 18 if necessary						
8. Are you an apprentice or trainee? Yes No			10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week? Yes No			
9. Are you paid for all hours worked? Yes No			11. Have you ever been threatened or coerced into giving up any part of your pay? Yes No			
12a. Employee Signature				12b. Date		
13. Duties observed by the Interviewer (Please be specific.)						
14. Remarks --- continue in block 18 if necessary						
15a. Interviewer Name (Please Print)			15b. Signature of Interviewer			15c. Date of Interview
Payroll Examination						
16. Remarks --- continue in block 18 if necessary						
17a. Signature of Payroll Examiner					17b. Date	

**Record of Employee
Interview**

**U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards**

OMB Approval No. 2501-0009
(exp. 12/31/2024)

18. Additional Remarks

CONFIDENTIAL

Certification of Payments to Influence Federal Transactions

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

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted] Congressional District, if known: [Redacted]		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:		
6. * Federal Department/Agency: [Redacted]	7. * Federal Program Name/Description: [Redacted] CFDA Number, if applicable: [Redacted]	
8. Federal Action Number, if known: [Redacted]	9. Award Amount, if known: \$ [Redacted]	
10. a. Name and Address of Lobbying Registrant: Prefix [Redacted] * First Name [Redacted] Middle Name [Redacted] * Last Name [Redacted] Suffix [Redacted] * Street 1 [Redacted] Street 2 [Redacted] * City [Redacted] State [Redacted] Zip [Redacted]		
b. Individual Performing Services (including address if different from No. 10a) Prefix [Redacted] * First Name [Redacted] Middle Name [Redacted] * Last Name [Redacted] Suffix [Redacted] * Street 1 [Redacted] Street 2 [Redacted] * City [Redacted] State [Redacted] Zip [Redacted]		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: Completed on submission to Grants.gov		
* Name: Prefix [Redacted] * First Name [Redacted] Middle Name [Redacted] * Last Name [Redacted] Suffix [Redacted]		
Title: [Redacted]	Telephone No.: [Redacted]	Date: Completed on submission to Grants.gov
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

Sample Contract Appendix No. 17, Low-income Resident Hiring Plan

Contractor: _____.

This Low-income Resident Hiring Plan pertaining to the above noted contract is hereby formulated to meet the standards to "ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, . . . be directed to low- and very-low-income persons, particularly those who are recipients of government assistance for housing . . ."

1.1 We hereby agree to satisfy the requirements of the Agency's Low-income Hiring Plan by one or both of the following methods:

1.1.1 LOW-INCOME RESIDENT HIRING GOALS. As a result of receiving award of this contract, our firm will need to hire additional employees and we hereby commit to the following number of new hires:

[Table No. 8]

(1) Classification	(2) Total Number of Current Permanent Employees	(3) Total Number of New Hires that will result from award of this contract	(4) Goal: Total Number of Low-income New Hires that the contractor anticipates will result from award of this contract
Trainees			
Apprentices			
Journeypersons			
Laborers			
Supervisory			
Superintendent			
Professional			
Clerical			
Other:			

1.1.2 INTERVIEWING AND POTENTIAL HIRING OF AGENCY RESIDENTS. Our firm hereby agrees to, as a part of our new hire process for any open positions at any time during the period of time this contract is in effect, if our firm hires any new employees (for any position), we will:

1.1.2.1 Review the Agency's listing of resident(s) who have registered, thereby declaring his/her desire to interview and accept a job;

Sample Contract Appendix No. 17, Low-income Resident Hiring Plan
Contractor: _____.

- 1.1.2.2 In the same manner that we do with other applicants, conduct an interview with such resident(s) who have claimed experience within a certain skill set or field and have expressed a desire to interview; and
- 1.1.2.3 If, as a result of the interview and any applicable testing or checking that our firm conducts for all persons interviewing, the resident(s) qualifies for the position and passes all such testing (i.e., skills test; drug tests; credit checks; background check; etc.), we hereby agree to offer the position to the Agency resident.
- 1.1.2.4 Our firm hereby agrees that all Agency resident(s) will, during the interview process, be treated equal to and in the same manner as, any non-resident person who interviews with our firm.
 - 1.1.2.4.1 NOTE: Our firm shall have no responsibility to hire any resident who does not, as a result of the aforementioned testing and checks, qualify for the position, though the contractor will, as detailed following, be required to report to the Agency the results of such testing and checks, and fully inform the Agency as to why the resident(s) were not hired.
- 1.1.2.5 Further, we hereby agree to inform the Agency in writing of the following within 5 days after a new employee has been hired, including the following information:
 - 1.1.2.5.1 The position title;
 - 1.1.2.5.2 The name of the person hired;
 - 1.1.2.5.3 The date the Agency listing of Agency resident(s) desiring interviews were reviewed by the contractor;
 - 1.1.2.5.4 The name(s) of the Agency resident(s) that the contractor contacted for an interview and the date, time, and method that such contact took place;

Sample Contract Appendix No. 17, Low-income Resident Hiring Plan
Contractor: _____.

- 1.1.2.5.5 The results of the contact (specifically, did or did not the interview take place; if so, when—if not, why);
- 1.1.2.5.6 Pertaining to any Agency resident(s) who were not hired, the results of any tests and checking that the contractor completed (especially any such results that prevented the resident(s) from being offered the position).

The undersigned hereby certifies that the above noted firm will abide by the terms and conditions of this Low-income Resident Hiring Plan as detailed herein.

COMPLETED BY (Contractor):

Signature

Date

Printed Name

Title

INVITATION FOR BIDS (IFB) No. 247-MD-23-S, PORCH REPLACEMENT 200 CARROLL AVE.

Contract No. C-_, Appendix No. 18, Notice to Proceed (NTP)
(IFB Attachment G-18)

Pursuant to the terms of the above noted Contract, you are hereby notified to commence work thereunder at the start of business on _____, 2024. The time for completion, set forth in the contract, is ___ consecutive calendar days, including the starting day, which establishes _____, 2024 as the completion date.

It is your responsibility to meet the schedule as set forth and in accordance with the terms and conditions of the Contract. Failure to comply with the schedule may, and probably will, result in the enforcement of the liquidated damages stated in the contract.

Please note carefully and fulfill the requirements of the contract regarding the submittal and approval of Workmen's Compensation and, if applicable, Manufacturers' and Contractors' Liability Insurance.

The Contractor shall also contact the Agency, in writing, within three days prior to mobilization on the project to enable the Agency to coordinate this work with others.

The Contractor shall, within ten days after receipt of this notice, send to the Agency copies of all required permits for work to be performed under this contract. Failure to comply with these instructions shall constitute a breach of contract.

Your cooperation on this construction to its conclusion is of the utmost importance to the Agency.

The Contractor's execution following affirms his/her agreement to comply with all written within this NTP Document.

Jillian Baldwin
Chief Executive Officer

Signature Date Printed Name Company

CHIP DIP, LLC

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 Controlling Participant(s) of Covered Projects <i>(See instructions)</i>		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) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)

7. List all proposed Controlling Participants and attach complete organization chart for all organizations showing ownership %

Name and address (Last, First, Middle Initial) of controlling participant(s) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number (TIN)

1. 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 controlling participant(s) have participated or are now participating.

2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:

a. 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;

b. The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;

c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;

d. There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;

e. The controlling participants 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 for two years or less);

f. The controlling participants 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;

g. The controlling participants 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;

3. All the names of the controlling participants who propose to participate in this project are listed above.

4. None of the controlling participants 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.

5. None of the controlling participants 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.

6. None of the controlling participants 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 controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).

7. None of the controlling participants 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.

8. Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initiated each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

1/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. **WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties.** (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802).

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

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the controlling participants' previous participation projects and participation history in covered projects as per 24 CFR, part 200 §200.214 and multifamily Housing programs of FmHA, State and local Housing Finance Agencies, if applicable. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".

1. Controlling Participants' Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Participants' 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

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> B. Name match in system <input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other (attach memorandum)
Staff	Processing and Control	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No
Signature of authorized reviewer		Signature of authorized reviewer Date (mm/dd/yyyy)

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

Carefully read these instructions and the applicable regulations. A copy of the regulations published at 24 C.F.R. part 200, subpart H, § 200.210-200.222 can be obtained on-line at www.gpo.gov and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Incomplete form will be returned to the applicant.

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 Account Executive.

Purpose: This form provides HUD/USDA FmHA with a certified report of all previous participation in relevant HUD/USDA programs by those parties submitting the application. The information requested in this form is used by HUD/USDA to determine if you meet the standards established to ensure that all controlling participants in HUD/USDA projects will honor their legal, financial and contractual obligations and are of acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify and submit your record of previous participation, in relevant projects, by completing and signing this form, before your 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 Controlling Participants of Covered Projects, as such terms are defined in 24 CFR part 200 §200.212, and as further clarified by the Processing Guide (HUD notice H 2016-15) referenced in 24 CFR §200.210(b) and available on the HUD website at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation.

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 listed in 24 CFR §200.214 and for the Triggering Events listed at 24 CFR §200.218.

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 in accordance with 24 CFR §200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law 42 U.S.C. 3535(d) 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 controlling 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 controlling participant may not participate in a proposed or existing multifamily or healthcare project. HUD uses this information to evaluate whether or not controlling participants pose an unsatisfactory underwriting risk. The information is used to evaluate the potential controlling participants 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. Failure to provide any of the information will result in your disapproval of participation in this HUD program. APPS SORN could be accessed in Federal Register / Vol. 81, No. 146 / Friday, July 29, 2016 / Notices (IDocket No. FR-5921-N-10] Implementation of the Privacy Act of 1974, as Amended; Amended System of Records Notice, Active Partners Performance System).

PRA Statement: The public reporting burden is estimated at 3 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.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, Paperwork Reduction Project, to the Office of Information Technology, US Department of Housing and Urban Development, Washington, DC 20410-3600. When providing comments, please refer to OMB Approval No. 2502-0118. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

The collection is authorized by 12 U.S.C 1702-1715z; 42 U.S.C. 3535(d). HUD form 2530 is created to collect information as mandated by 24 CFR Part 200. The HUD-2530 form is used to protect HUD's Multifamily Housing and Healthcare programs by comprehensively assessing industry participants' risk. It is the Department's policy that participants in its housing programs honor their legal, financial, and contractual obligations. Accordingly, uniform standards are established for approvals, disapprovals, or withholding actions on principals in projects, based upon their past performances as well as other relevant information. Respondents such as owners, management agents, master tenants, general contractors, and nursing home operators are subject to review. The information on this form needs to be collected by the Department to evaluate participants' previous performance and compliance with contracts, regulations, and directives.

BID BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must not be later than bid opening date)

OMB Control Number: 9000-0045
Expiration Date: 8/31/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

INDIVIDUAL PARTNERSHIP JOINT VENTURE
 CORPORATION OTHER (Specify)

STATE OF INCORPORATION

SURETY(IES) (Name and business address)

PENAL SUM OF BOND				BID IDENTIFICATION		
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NUMBER
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
					FOR (Construction, Supplies or Services)	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	Corporate Seal

INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.
 (b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.
 (c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

PAYMENT BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB Control Number: 9000-0045
Expiration Date: 8/31/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one)			
	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> JOINT VENTURE	
	<input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER (Specify)			
	STATE OF INCORPORATION			
SURETY(IES) (Name(s) and business address(es))	PENAL SUM OF BOND			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	CONTRACT DATE		CONTRACT NUMBER	

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1.	2.	3.	Corporate Seal	
		(Seal)	(Seal)		(Seal)
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	Corporate Seal	
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1.	2.	3.		
		(Seal)		(Seal)	
NAME(S) (Typed)	1.	2.	3.		
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 USC Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

PERFORMANCE BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB Control Number: 9000-0045
Expiration Date: 8/31/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

- INDIVIDUAL PARTNERSHIP JOINT VENTURE
 CORPORATION OTHER (Specify)

STATE OF INCORPORATION

SURETY(IES) (Name(s) and business address(es))

PENAL SUM OF BOND

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
------------	-------------	------------	-------

CONTRACT DATE

CONTRACT NUMBER

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal-

- (a) (1) Performs and fulfills all the understanding, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and
- (2) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.
- (b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 USC Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1.	2.	3.	Corporate Seal
		(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	

INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

BOND PREMIUM	RATE PER THOUSAND (\$)	TOTAL (\$)
---------------------	------------------------	------------

INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of bonds, unless a co-surety arrangement is proposed.

 (b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.

 (c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.



ACKNOWLEDGEMENT OF ADDENDA

Proposer/Bidder:	Solicitation Number:
-------------------------	-----------------------------

The Acknowledgement of Addenda serves as the proposer's acknowledgement of the receipt of addenda to this Solicitation and Request for Proposals that may have been issued by the Housing Authority City of Bridgeport D/B/A Park City Communities (PCC) prior to the Proposal Due Date and Time. The proposer should complete this acknowledgement as instructed below.

COMPLETE PART I OR PART II, WHICHEVER IS APPLICABLE

PART I: List below the dates of issuance for **each addendum received** in connection with this RFP/IFB:

ADDENDUM #1 DATED: ____ / ____ / 2023

ADDENDUM #2 DATED: ____ / ____ / 2023

ADDENDUM #3 DATED: ____ / ____ / 2023

ADDENDUM #4 DATED: ____ / ____ / 2023

ADDENDUM #5 DATED: ____ / ____ / 2023

PART II: Check, if applicable.

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP/IFB.

PROPOSER (NAME): _____ **Date:** _____

PROPOSER (SIGNATURE): _____

PCCCONTRACTORS BID QUALIFICATION FORM

HOUSING AUTHORITY CITY OF BRIDGEPORT D/B/A PARK CITY COMMUNITIES
150 HIGHLAND AVENUE
BRIDGEPORT, CT 06604

CONTRACTORS BID QUALIFICATION FORM

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The potential bidder may submit any additional information he or she desires. **This form is available in Word format by request only.**

1. Name of Potential Bidder:

2. Permanent main office address, telephone and fax number:

3. When organized:

4. Legal form of organization (check one):
 Sole Proprietorship
 Partnership
 Corporation
 Other – Specify

Date and State of incorporation: _____

Federal Tax I.D. # for organization: _____

Dunn & Bradstreet Number: _____

If sole proprietorship:

Name of Owner _____ Address _____

Social Security # _____

Telephone # _____

If partnership:

Name of Partner: _____ Address _____

Social Security # _____

Telephone # _____

PCCCONTRACTORS BID QUALIFICATION FORM

If partnership, continued:

Name of Partner: _____ Address _____

Social Security # _____

Telephone # _____

If corporation:

Name of Officer: _____ Address _____

Title: _____

Social Security # _____

Telephone # _____

Name of Officer: _____ Address _____

Title: _____

Social Security # _____

Telephone # _____

Name of Officer: _____ Address _____

Title: _____

Social Security # _____

Telephone # _____

Name of Officer: _____ Address _____

Title: _____

Social Security # _____

Telephone # _____

PCCCONTRACTORS BID QUALIFICATION FORM

If corporation, continued:

Name of Director: _____ Address _____

Social Security # _____

Telephone # _____

Name of Director: _____ Address _____

Social Security # _____

Telephone # _____

Name of Director: _____ Address _____

Social Security # _____

Telephone # _____

Name of Director: _____ Address _____

Social Security # _____

Telephone # _____

Name of
Stockholder: _____ Address _____

Social Security # _____

Telephone # _____

Name of
Stockholder: _____ Address _____

Social Security # _____

Telephone # _____

PCCCONTRACTORS BID QUALIFICATION FORM

If corporation, continued:

Name of Stockholder: _____ Address _____

Social Security # _____

Telephone # _____

Name of Stockholder: _____ Address _____

Social Security # _____

Telephone # _____

Affiliated Businesses:

List any affiliated businesses (if none, so state). Affiliated businesses are those in which any officer, director, partner or owner of the potential bidder, or any member of such person's immediate family (spouse, mother, father, brother, sister, any adult children) is an owner, officer, director, or partner. (Stock ownership in corporations having publicly traded stock need not be shown here, unless ownership interest exceeds 10 %.)

Name of Affiliated Business: _____

Address: _____

Federal Tax I.D No: _____

Name of Person(s) Who has the Interest in Affiliated Business: _____

Nature of Affiliation: _____

Social Security Number of Such Person: _____

PCCCONTRACTORS BID QUALIFICATION FORM

Affiliated Businesses, continued:

Name of Affiliated Business: _____

Address: _____

Federal Tax I.D No: _____

Name of Person(s) Who has the Interest in Affiliated Business: _____

Nature of Affiliation: _____

Social Security Number of Such Person: _____

Name of Affiliated Business: _____

Address: _____

Federal Tax I.D No: _____

Name of Person(s) Who has the Interest in Affiliated Business: _____

Nature of Affiliation: _____

Social Security Number of Such Person: _____

PCCCONTRACTORS BID QUALIFICATION FORM

5. How many years have you been engaged in construction under your present firm or trade name?
6. Contracts on hand: (Schedule these. Showing type of work involved, the gross amounts of each contract, and the appropriate anticipated dates of completion,)
7. General character of the work performed by you. Describe the experience of your firm in performing this work:
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. List the more important construction contracts recently completed by you, stating the type of work involved, the name and address of the owner or general contractor involved (if you were a subcontractor), the approximate amount of the contract, and the month and year completed.

PCCCONTRACTORS BID QUALIFICATION FORM

11. List your major equipment

12. List the number of your employees by trade or area of skill:

13. State the background and experience of the principal members of your organization, including the officers:

14. Give bank reference(s). (Include addresses of banks and account numbers):

15. List any license(s) in construction held by the firm or any of its principals. (State specific license type and license number):

16. Attach a detailed financial statement for the Potential Bidder's last fiscal year. A corporate, partnership, or personal federal tax return is acceptable. The Authority will keep such information confidential, except as required by law.

17. Attach a list of at least three (3) business references, either with current or completed work which is similar to this work supporting your ability to complete the scope of

PCCCONTRACTORS BID QUALIFICATION FORM

this bid. List the company name, address, the work done, the dollar amount, the date completed, and the contact person with phone number, fax number and e-mail address

- 18. You will furnish any other information that may be required by the Housing Authority City of Bridgeport D/B/A Park City Communities. The undersigned hereby authorizes and requests persons, firm or corporation to furnish any information requested by the Housing Authority City of Bridgeport D/B/A Park City Communities in verification of the recitals comprising this Bid Qualification Form. The Executive Director of the Housing Authority City of Bridgeport D/B/A Park City Communities will be notified of any changes in the information contained in this form.

Dated at _____ AM/PM, this the _____ day of _____ 2023
(circle one)

By: _____

Title: _____

State of _____)

County of _____) ss.

_____ Being duly sworn, deposes

and says that he/she is

_____ of _____,

and that the answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2023

(Notary Public)

My commission expires: _____

**HOUSING AUTHORITY CITY OF BRIDGEPORT D/B/A PARK CITY COMMUNITIES
REFERENCE AND PAST PERFORMANCE FORM**

NOTE: Reproduce Additional Sheets as Required

List previous work/services rendered by your company which are 1) **DIRECTLY** related to the scope of work/services required by the Housing Authority City of Bridgeport D/B/A PCC Invitation for Bid/Solicitation, and 2) equal to or greater than the dollar magnitude applicable to the scope of work/services quoted in your proposal. (NOTE: A Minimum of three (3) reference sheets is required. If three (3) reference sheets cannot be provided, then bidder must provide written explanation as to why.

1. Name of Reference Company for which services were rendered:

2. Location of work (address) where services were performed:

3. Scope of work that was performed:

Year of completion: _____

4. Contact Person: _____

Phone: _____

E-mail: _____

5. Cost of Project: _____

NOTE: Selected firm may be required to present the plans and specifications for RFP/IFB review.

Reviewer: _____

Date Reviewed: _____



**HOUSING AUTHORITY CITY OF BRIDGEPORT D/B/A
PARK CITY COMMUNITIES**

NON-COLLUSIVE AFFIDAVIT

(Prime Bidder)

STATE OF:

ss:

COUNTY OF:

_____, being duly sworn
according to law, deposes and says:

that he/she is _____ (a partner/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, 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 Housing Authority City of Bridgeport D/B/A Park City Communities,
Connecticut (PCC) or any person interested in the proposed contract; and that all elements
in said Proposal or Bid are true.

Date:

Signature of:

Bidder, Partner, and/or Officer

Subscribed and sworn to before me this _____ day of _____, 2023

My commission expires on: _____, 20__



Crosskey Architects LLC

**SUBSTITUTION
REQUEST**

(After the Bidding/Negotiating Phase — Continued)

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments:

A/E's REVIEW AND RECOMMENDATION

- Approve Substitution - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures.
- Approve Substitution as noted - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures.
- Reject Substitution - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: _____ Date: _____

OWNER'S REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures. Prepare Change Order.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures. Prepare Change Order.
- Substitution rejected - Use specified materials.

Signed by: _____ Date: _____

Additional Comments: Contractor Subcontractor Supplier Manufacturer A/E

200 Carroll Ave. - Rear Porch Replacement

Bridgeport, CT

BID SET

April 5, 2023

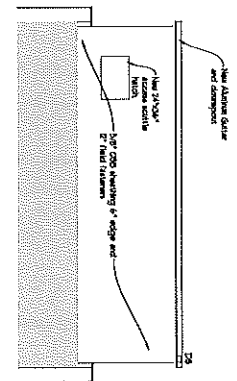


Owner:
Housing Authority of City of Bridgeport
DBA- Park City Communities,
150 Highland Avenue
Bridgeport, CT 06604
203-331-8900

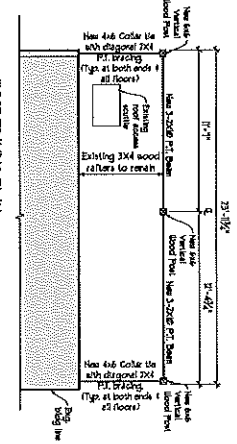
Structural Engineer:
Michael Horton Associated, Inc.
151 Meadow Street
2nd Floor
Branford, CT 06405
203-481-8600



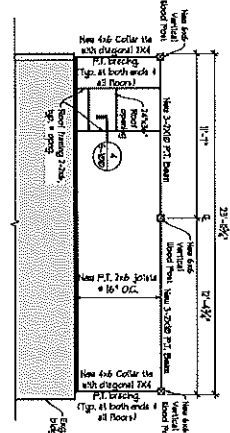
Architect:
Crosskey Architects LLC
150 Main Street
Hartford, CT 06103
860-724-3000



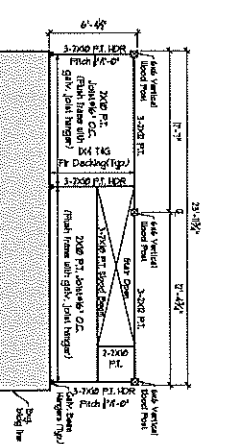
7 BID ALT 2 ROOF PLAN
 SCALE: 1/8" = 1'-0"
 PROVIDE PER 2x4 DIAGONAL BRACING AT ALL JOINTS CONNECTIONS.



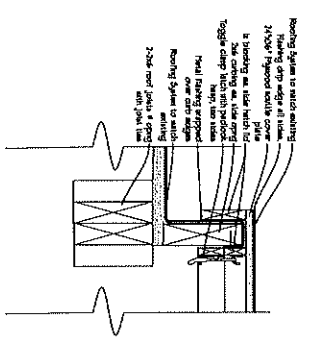
4 ROOF FRAMING PLAN
 SCALE: 1/8" = 1'-0"
 PROVIDE PER 2x4 DIAGONAL BRACING AT ALL JOINTS CONNECTIONS.



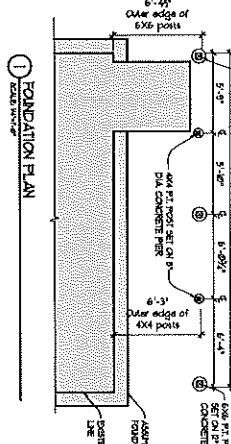
5 BID ALT 2 ROOF FRAMING PLAN
 SCALE: 1/8" = 1'-0"
 PROVIDE PER 2x4 DIAGONAL BRACING AT ALL JOINTS CONNECTIONS.



3 TYPICAL SECOND & THIRD FLOOR FRAMING PLAN
 SCALE: 1/8" = 1'-0"
 PROVIDE PER 2x4 DIAGONAL BRACING AT ALL JOINTS CONNECTIONS.

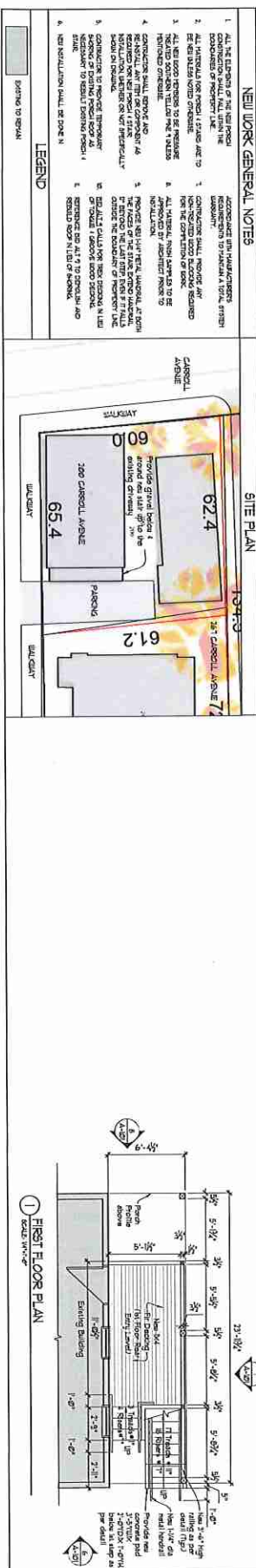
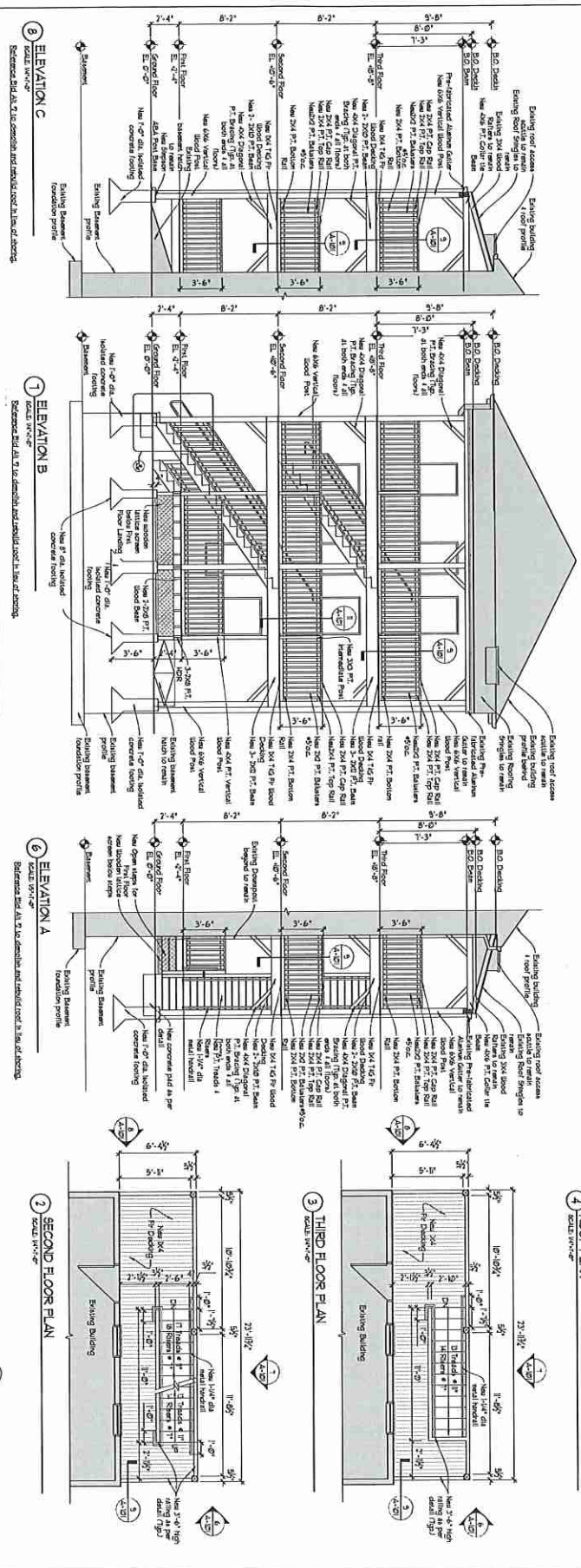
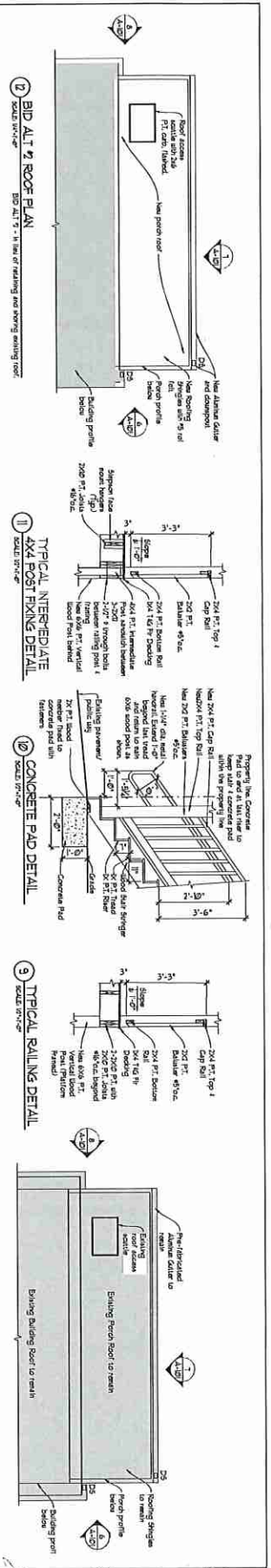


4 CIBEX LATCH & SQUEEZE ACCESS HATCH
 SCALE: 3/8" = 1'-0"
 PROVIDE PER 2x4 DIAGONAL BRACING AT ALL JOINTS CONNECTIONS.



1 FOUNDATION PLAN
 SCALE: 1/8" = 1'-0"

Crosstkey Architects
 200 North Main Street, Suite 200
 Bridgeport, CT 06610
 Phone: (203) 366-1111
 Fax: (203) 366-1112
 Website: www.crosstkey.com



Project Manual & Specifications

Wood Porch Replacement at

200 Carroll Avenue Bridgeport, CT

DATE: April 5, 2023



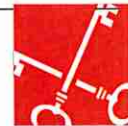
Owner: Bridgeport Housing Authority DBA Park City Communities
By: _____

Architect: Crosskey Architects, LLC
By: _____

Contractor:
By: _____

Bonding Company:
By: _____

Crosskey Architects LLC
Architecture | Preservation | Planning



750 Main Street, Suite 150, Hartford, CT 06103
www.crosskey.com

Phone: 860-724-3000

SECTION 00 01 02

PROJECT DIRECTORY

PROJECT: 200 Carroll Avenue – Wood Porch Replacement
Bridgeport, CT

OWNER: Bridgeport Housing Authority DBA Park City
Communities
150 Highland Avenue
Bridgeport, CT
Phone: (203) 337-8900

ARCHITECT: Crosskey Architects LLC
750 Main Street
Suite 150
Hartford, CT 06103
Phone: 860-724-3000

STRUCTURAL ENGINEER: Michael Horton Associates, Inc.
151 Meadow Street
2nd Floor
Branford, CT 06405
Phone: 203-481-8600

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SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Inspection and testing allowances.
- B. Schedule of Values.
- C. Application for Payment.
- D. Change procedures.
- E. Defect Assessment.
- F. Measurement and Payment - Unit Prices.
- G. Alternates.
- H. Requests for Information
- I. Inspections for substantial completion and final completion

1.2 RELATED SECTIONS

- A. Owner - Contractor Agreement: Contract sum/price including allowances.
- B. Section 01 33 00 - Submittals: Schedule of Values.
- C. Section 01 60 00 – Product Requirements: Product substitutions and alternates.

1.3 INSPECTION AND TESTING COSTS

- A. Costs to be carried in bid price:
 - 1. Cost of manufacturer’s field technician inspections required for warranty purposes.
 - 2. Incidental labor and facilities required to assist inspection or testing firm.
 - 3. Costs of testing laboratory services required by Contractor separate from Contract Document requirements.
 - 4. Costs of retesting upon failure of previous tests as determined by Architect/Engineer.
- B. Payment Procedures:
 - 1. The above costs shall be paid by the Contractor and included in bid.

1.4 SCHEDULE OF VALUES

- A. Submit typed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet. Contractor's standard form or electronic media printout will be considered.
- B. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section. Split line items into subcategories for materials and labor. Identify bonds, insurance and site mobilization costs.
- D. Include in each line item, the amount of each Allowance specified in this Section.
- E. Revise schedule with each Application For Payment, to list approved change orders.

1.5 APPLICATIONS FOR PAYMENT

- A. Submit five copies of each application on AIA Form G702 - Application and Certificate for Payment.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

1.6 CHANGE PROCEDURES

- A. The Architect/Engineer will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized and will issue supplemental instructions.
- B. The Architect/Engineer may issue a Proposal Request, which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change, the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate within seven days.
- C. The Contractor may propose a change by submitting request for change to the Architect/Engineer, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation in the form of unit costs and quantities for Material and Labor. Document any requested substitutions in accordance with Section 01 60 00.
 - 1. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation.
 - 2. Unit Price Change Order: For pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work, which are not pre-determined, execute Work under a Construction Change Authorization. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.
- D. Construction Change Authorization: Architect/Engineer may issue a directive, on AIA Form G713 Construction Change Authorization signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Contractor will promptly execute the change.
- E. Change Order Forms: AIA G701 Change Order.
- F. Execution of Change Orders: Architect will issue change orders for signature of parties as provided in the Conditions of the Contract.
- G. Contractor shall reimburse Owner for Architect's time spent reviewing proposed change orders more than twice (original and 1 revision) for the same item or scope of work.
- H. Contractor shall reimburse Owner for Architect's time spent evaluating an extensive number of claims submitted by the Contractor in connection with the Work.

1.7 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Architect, it is not practical to remove and replace the Work, the

Architect will direct an appropriate remedy or adjust payment.

1.8 MEASUREMENT AND PAYMENT - UNIT PRICES

- A. Authority: Measurement methods are delineated in the individual specification sections.
- B. Take measurements and compute quantities. The Architect will verify measurements and quantities.
- C. Unit Quantities: Quantities and measurements indicated in the Bid Form are for contract purposes only. Actual quantities provided shall determine payment.
- D. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

1.9 ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at the Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work as required.
- C. Schedule of Alternates:
 - 1. Refer to Section 00 41 23 and Bid Form.

1.10 REQUESTS FOR INFORMATION

- A. Contractor shall reimburse Owner for Architect's time spent responding to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation.
- B. Refer to Section 01 31 00.

1.11 INSPECTIONS FOR SUBSTANTIAL COMPLETION AND FINAL COMPLETION

- A. Contractor shall reimburse Owner for Architect's time spent inspecting any portion of the Work more than twice to determine final completion or to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents."

PART 2 – PRODUCTS

(Not Used)

PART 3 – EXECUTION

(Not Used)

END OF SECTION

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SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Coordination.
- B. Requests for Information
- C. Field engineering
- D. Pre-construction conference.
- E. Site mobilization conference.
- F. Progress meetings.
- G. Pre-installation conferences.

1.2 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various Sections of Specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements and installation of mechanical and electrical work, which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 REQUESTS FOR INFORMATION (RFIs)

- A. Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
- B. RFI to include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project Date
 - 2. Date
 - 3. Name of Contractor
 - 4. Name of Architect
 - 5. RFI number, numbered sequentially

6. RFI subject
 7. Specification Section number, title and related paragraphs as appropriate.
 8. Drawing number and detail references, as appropriate.
 9. Field dimensions and conditions, as appropriate.
 10. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or Contract Sum, Contractor shall state impact in the RFI.
 11. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. Architect will review each RFI, determine action required and respond. Allow ten working days for Architect's response for each RFI. RFIs received by Architect after 1:00pm EST will be considered as received the following day. If it is necessary for a Consultant to review an RFI allow for fifteen working days for both Architect and Consultant response for each RFI.
- D. Architect's action may include a request for additional information, in which Architect's time for response will date from the time of receipt of additional information.
- E. Architect's action that may result in a change to the Contract Time or Contract Sum may be eligible for Contractor to submit a Change Proposal in accordance with 01 26 00 Contract Modification Procedures.
1. If Contractor believe the RFI response warrants change in Contract Time of Contract Sum, notify the Architect in writing within ten business days or receipt of the RFI response.

1.4 PRECONSTRUCTION CONFERENCE

- A. Owner will schedule a conference after Notice of Award.
- B. Attendance Required: Owner, Architect/Engineer & Contractor.
- C. Agenda:
1. Execution of Owner-Contractor Agreement.
 2. Submission of executed bonds and insurance certificates.
 3. Distribution of Contract Documents.
 4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 5. Designation of personnel representing the parties in Contract, and the Architect/Engineer.
 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
 7. Scheduling.
- A. Agenda:
8. Use of premises by Owner and Contractor.
 9. Owner's requirements.
 10. Construction facilities and controls provided by Owner.
 11. Temporary utilities provided by Owner.
 12. Survey and building layout.
 13. Security and housekeeping procedures.
 14. Schedules.

15. Procedures for testing.
16. Procedures for maintaining record documents.
17. Requirements for start-up of equipment.
18. Inspection and acceptance of equipment put into service during construction period.

1.5 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at intervals agreed upon by Owner, Architect, and Contractor.

PART 2 – PRODUCTS

(Not Used)

PART 3 – EXECUTION

(Not Used)

END OF SECTION

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SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including but not limited to the following:
1. Submittal schedule.
 2. Shop Drawings.
 3. Product Data.
 4. Samples.
 5. Quality assurance submittals.
 6. Proposed "Substitutions/Equals".
 7. Warrantee samples.
 8. Coordination Drawings.
 9. O & M Manuals
- B. Administrative Submittals: Refer to other Division 01 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
1. Permits.
 2. Applications for Payment.
 3. Performance and payment bonds.
 4. Contractor's construction schedule.
 5. Daily construction reports.
 6. Construction Photographs.
 7. Insurance certificates.
 8. List of subcontractors.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
1. Section 01 26 00 "Contract Modification Procedures" specifies requirements for submittal of requests for equals and substitutions.
 2. Section 01 26 00 "Contract Modification Procedures " specifies requirements for submittal of the Schedule of Values.
 3. Section 01 31 00 "Project Management and Coordination " specifies requirements governing preparation and submittal of required Coordination Drawings.
 4. Division 01 Section 01 31 00 " Project Management and Coordination " specifies requirements for submittal and distribution of meeting and conference minutes.
 5. Division 01 Section 01 40 00 "Quality Control" specifies requirements for submittal of inspection and test reports and mockups.
 6. Division 01 Section 01 77 00 "Contract Closeout" specifies requirements for submittal of Project Record Documents and warranties at project closeout.

7. Division 01 Section 01 81 13 "Sustainable Design Requirements" specifies requirements for submittal of documentation required to support LEED or Green Globes certification.
8. Division 01 Section 01 91 00 "Commissioning" specifies requirements for submittal of quality assurance documentation related to commissioning.

1.3 DEFINITIONS

- A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended and as identified in the Specification Divisions 02 - 48.
 1. Preparation of Coordination Drawings is specified in Section 01 31 00 "Project Management and Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
- B. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.
- C. Mockups are full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.

1.4 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
 - b. The Architect reserves the right to reject incomplete submitted packages.
 3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for re-submittals.
 - a. Allow **fourteen (14) days** for initial review. Allow additional time if the Architect must delay processing to permit coordination with subsequent submittals.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow **fourteen (14) days** for reprocessing each submittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label, title block or 8-1/2 inches x 11 inches cover page approved by the Architect, on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1. The minimum number of copies required for each submittal shall be seven (7) or as determined otherwise at the pre-construction conference or by the Construction Administrator.
 2. Provide a space approximately 4 inches by 5 inches on the label, beside the title block or on the cover page on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 3. Include the following information on the label for processing and recording action taken.
 - a. Project Name.
 - b. Date.
 - c. Name and address of the Architect, Construction Administrator, and Owner Representative.
 - d. Name and address of the Contractor.
 - e. Name and address of the subcontractor.
 - f. Name and address of the supplier.
 - g. Name of the manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
 - j. Indicate either initial or resubmittal.
 - k. Indicate deviations from Contract Documents.
 - l. Indicate if "equal" or "substitution".
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect using a transmittal form. Copy the Construction Administrator on the transmittal. The Architect will return all submittals to the Contractor after action is taken with a complete copy of the submittal package and one complete copy of the submittal package. The Architect will not accept submittals received from sources other than the Contractor.
1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

1.5 SUBMITTAL SCHEDULE

- A. After development and review by the Owner and Architect acceptance of the Contractor's Construction or CPM schedule prepare a complete schedule of submittals. Submit the schedule to the Construction Administrator within thirty (30) days of Contract Award.
 1. Coordinate Submittal Schedule with the list of subcontracts, Schedule of Values, and the list of products as well as the Contractor's Construction or CPM Schedule.
 2. Prepare the schedule in chronological order. Provide the following information:
 - a. Schedule date for the initial submittal.
 - b. Related section number.
 - c. Submittal category (Shop Drawings, Product Data, or Samples).
 - d. Name of Subcontractor.
 - e. Description of the part of Work covered.
 - f. Scheduled date for resubmittal.
 - g. Scheduled date for the Architect's final release of approval.

- B. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.
1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's Contractor's Construction or CPM Schedule.
 2. Initial Submittal: Submit concurrently with start-up construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
- C. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each specification section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same specification section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- D. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow fifteen 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination with related submittals not yet received. Additional time will be required if processing must be delayed to permit review of related subsequent submittals.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow fifteen (15) days for review of each resubmittal.
 4. Mass Submittals: Six (6) or more submittals in one (1) day or twenty (20) or more submittals in one (1) week. If "Mass Submittals" are received, Architect's review time stated above may be extended as necessary to perform proper review. Architect will review "Mass Submittals based upon priority determined by Architect after consultation with Owner and Contractor.

- E. Distribution: Following response to the initial submittal, print and distribute copies to the Construction Administrator, Architect, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.
 - 1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

1.6 SHOP DRAWINGS

- A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
 - 1. Dimensions.
 - 2. Identification of products and materials included by sheet and detail number.
 - 3. Compliance with specified standards.
 - 4. Notation of coordination requirements.
 - 5. Notation of dimensions established by field measurement.
 - 6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 36 by 48 inches.
 - 7. Submit one (1) reproducible media and seven (7) prints as directed by the Construction Administrator. The Contractor's submittal shall identify the specification section and/or drawing number applicable to the submittal.
 - 8. Details shall be large scale and/or full size.
- C. The Contractor shall review the Shop Drawings, stamp with this approval, and submit them with reasonable promptness and in orderly sequence so as to cause no delay in his Work or in the Work of any subcontractor. Shop Drawings shall be properly identified as specified for item, material, workmanship, and project number. At the submission, the Contractor shall inform the Architect, in writing of any deviation in the shop drawings from the requirements of the Contract Documents.
- D. The Architect will review and comment on shop drawings with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the project and with the information given in the Contract Documents. Refer to Article 5 of the General Conditions. Shop Drawings received by the Architect that indicate insufficient study of drawings and specifications, illegible portions or gross errors, will be rejected outright. Such rejections shall not constitute an acceptable reason for granting the Contractor additional time to perform the work.
- E. The Contractor shall make any corrections required by the Architect and shall resubmit the required number of corrected copies of Shop Drawings until fully reviewed.
- F. Upon final review submit four (4) additional prints, same as submitted, for use by the Construction Administrator.

- G. The Architect's review and comments on Shop Drawings shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents.
- H. Only final reviewed Shop Drawings are to be used on the Project site.
- I. The Work installed shall be reviewed in accordance with the Shop Drawings and the drawings and specifications. Final Review of the Shop Drawings by the Architect shall constitute acceptance by the State and the Architect of a variation or departure that is clearly identified. If the contractor believes notations made by the A/E increases the value or scope of the CD's, the contractor must provide written notice to the CA within seven (7) days of this issue. Final reviewed Shop Drawings shall not replace or be used as a vehicle to issue or incorporate change orders or substitutions. Substitutions shall be submitted in accordance with Division 01 Section 01 25 00 "Substitution Procedures".

1.7 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, schedules, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
 - 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
 - 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
 - 3. Preliminary Submittal: Submit a preliminary single copy of Product Data where selection of options is required.
 - 4. Submittals: Submit seven (7) copies of each required submittal; submit five (5) copies where required for maintenance manuals. The Architect will retain one (1) and will return the other marked with action taken and corrections or modifications required.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 - 5. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - a. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
 - b. Do not permit use of unmarked copies of Product Data in connection with construction.

1.8 QUALITY ASSURANCE SUBMITTALS

- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.

- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements.
 - 1. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
- C. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 01 Section 01 40 00 "Quality Control."

1.9 ARCHITECT'S ACTION

- A. Except for submittals for the record or information, where action and return is required, the Architect will review each submittal, mark to indicate action taken, and return promptly.
 - 1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp: The Architect will stamp each submittal with a uniform, action stamp. The Architect will mark the stamp appropriately to indicate the action taken, as follows:
 - 1. **Furnish as Corrected:** When the Architect marks a submittal "**Furnish as Corrected**," the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Submit corrected copies for record. Final payment depends on that compliance.
 - 2. Returned for Resubmittal: When the Architect marks a submittal "Rejected, or Revise and Resubmit," do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
 - a. Do not use, or allow others to use, submittals marked "**Rejected, or Revise and Resubmit**" at the Project Site or elsewhere where Work is in progress.
 - 3. Other Action: Where a submittal is for information or record purposes or special processing or other activity, the Architect will return the submittal marked "**Reviewed**."
- C. Unsolicited Submittals: The Architect will discard unsolicited submittals without action.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

(Not Applicable)

END OF SECTION

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SECTION 01 40 00

QUALITY CONTROL

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. References.
- C. Field samples.
- D. Mock-up.
- E. Inspection and testing laboratory services.
- F. Manufacturers' field services and reports.

1.2 RELATED SECTIONS

- A. Section 01 30 00 – Submittals Procedures: Submission of Manufacturers' Instructions and Certificates.
- B. Section 01 60 00 – Product Requirements: Requirements for material and product quality.

1.3 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.
- G. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

1.4 REFERENCES

- A. Conform to reference standard by date of issue current on date for receiving bids.
- B. Obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request clarification for Architect/Engineer before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.5 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications Sections for review.
- B. Acceptable samples represent a quality level for the Work.
- C. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by Architect/Engineer.

1.6 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. Submit qualifications of observer to Architect/Engineer 30 days in advance of required observations. Observer subject to approval of Architect/Engineer.
- B. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.
- C. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Submit report within 30 days of observation to Architect/Engineer for review.

1.7 TOLERANCES

- A. Monitor fabrication and installation tolerance control of Products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust Products to appropriate dimensions; position before securing Products in place.

PART 2 – PRODUCTS

(Not used)

PART 3 – EXECUTION

(Not used)

END OF SECTION

SECTION 01 50 00

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities: Electricity, lighting, water, and sanitary facilities.
- B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work, and water control.
- C. Construction Facilities: Access roads, truck access routes, parking, progress cleaning.

1.2 TEMPORARY ELECTRICITY

- A. Contractor shall be responsible for power via portable generators or other means.

1.3 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures for Contractor's Workforce.

1.4 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide protection for plant life designated to remain. Replace damaged plant life.
- C. Protect non-owned vehicular traffic, stored materials, site and structures from damage.
- D. Provide temporary roofing as required.

1.5 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification Sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.
- C. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

1.6 SECURITY

- A. Secure materials and tools as required. Owner will not be responsible for vandalism or theft.

1.7 PARKING

- A. Arrange for temporary parking to accommodate construction personnel with Owner.
- B. When site space is not adequate, provide additional off- site parking.

C. Coordinate with Owner all Crane Staging and Lifting Operations.

1.8 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove waste materials, debris, and rubbish from site periodically and dispose off-site.

PART 2 – PRODUCTS

(Not Used)

PART 3 – EXECUTION

(Not Used)

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.
- E. Substitutions.

1.2 RELATED SECTIONS

- A. Section 00 21 13 - Instructions to Bidders: Product options and substitution procedures.
- B. Section 01 40 00 - Quality Control: Product quality monitoring.

1.3 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Provide interchangeable components of the same manufacturer, for similar components.

1.4 TRANSPORTATION AND HANDLING

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that Products comply with requirements, quantities are correct, and Products are undamaged.
- C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.5 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive Products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated Products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Provide mixing with foreign matter.
- F. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.

- G. Arrange storage of Products to permit access for inspection. Periodically inspect to assure Products are undamaged and are maintained under specified conditions.

1.6 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

1.7 SUBSTITUTIONS

- A. Architect/Engineer will consider requests for Substitutions only within 15 days after date of Owner-Contractor Agreement.
- B. Substitutions may be considered when a Product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor:
 - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - 2. Will provide the same warranty for the Substitution as for the specified Product.
 - 3. Will coordinate installation and make changes to other Work, which may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension, which may subsequently become apparent.
 - 5. **Will reimburse Owner for review and/or redesign services associated with approval by architect, engineer and other authorities.**
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
 - 2. Submit shop drawings, Product data, and certified test results attesting to the proposed Product equivalence.
 - 3. The Architect will notify Contractor, in writing, of decision to accept or reject request.

PART 2 – PRODUCTS

(Not Used)

PART 3 – EXECUTION

(Not used)

END OF SECTION

SECTION 01 77 00

CONTRACT CLOSEOUT

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Closeout Procedures.
- B. Final Cleaning.
- C. Project Record Documents.
- D. Operation and Maintenance Data.
- E. Warranties.

1.2 RELATED SECTIONS

- A. Section 01 50 00 - Construction Facilities and Temporary Controls: Progress cleaning.

1.3 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's inspection.
- B. Provide submittals to Architect/Engineer and Owner that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.4 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean debris from roofs, gutters, downspouts, and drainage systems.
- C. Clean site; sweep paved areas, rake clean landscaped surfaces. Only required for areas effected by construction activities.
- D. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.5 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other Modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Store Record Documents separate from documents used for construction.
 - 7. Record information concurrent with construction progress.
- B. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:

1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and Modifications.
- C. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
1. Field changes of dimension and detail.
 2. Details not on original Contract Drawings.
- D. Delete Architect/Engineer title block and seal from all documents.
- E. Submit documents to Architect/Engineer with claim for final Application for Payment.

1.6 OPERATION AND MAINTENANCE DATA

- A. Submit one set prior to final inspection, bound in 8-1/2 x 11-inch (216 x 279 mm) text pages, three D side ring capacity expansion binders with durable plastic covers.
- B. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, type on 30-pound white paper.
- Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
 - Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.
 - Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
 - d. Photocopies of warranties and bonds.
- E. Submit one copy of completed volumes in final form 15 days prior to final inspection. This copy will be returned after final inspection, with Architect/Engineer comments. Revise content of documents as required prior to final submittal.
- F. Submit final volumes revised, within ten days after final inspection.

1.7 WARRANTIES

- A. Provide notarized copies.
- B. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
- C. Provide Table of Contents and assemble in three D side ring binder with durable plastic cover.
- D. Submit prior to final Application for Payment.
- E. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

PART 2 – PRODUCTS

(Not used)

PART 3 – EXECUTION

(Not used)

END OF SECTION

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SECTION 02 41 13

SELECTIVE SITE DEMOLITION

PART 1 – GENERAL

1.1 SCOPE OF WORK

The Contract Drawings and all other specification sections along with all provisions included within this Contract package, Instructions to Bidders, and other General Conditions apply to this section. The Contractor must accept the site as is and shall be deemed to have inspected the site and reviewed all Contract Documents prior to submitting a bid.

- A. Overall work under this Contract shall include all labor, materials, equipment, supervision, coordination efforts, permitting costs, certificate costs, services, filing fees, testing costs, security, insurance and all other associated or related items specified herein that are necessary and are required to complete the Work. Work elements shall include, but not be limited to the following:
 - 1. Demolition and removal of all existing site structures including but not limited to all fencing, gates, walls, footings, stairways, railings, and free-standing items (e.g. bollards, signs, sign posts, light poles, light pole bases, canopies, etc.) Confirm all site items to be removed w/ Owner's Representative to determine if items are to be salvaged or reused.
 - 2. Removal of existing sidewalks, drives, curbs, pavement, etc.
 - 3. Removal/Abandonment of existing above-ground and underground utilities and associated structures. It shall be the responsibility of the Contractor to accurately locate all facilities and to determine their extent. If such facilities obstruct the progress of the work and are not indicated to be removed or relocated, they shall be removed or relocated only as directed by the Owner.
 - 4. Protection of existing buildings and structures to remain.

1.2 RELATED SECTIONS

- A. Section 31 25 00 - Erosion and Sedimentation Control
- B. Section 31 23 00 – Excavation and Fill

1.3 REFERENCE STANDARDS

- A. National Association of Demolition Contractors (NADC) - Demolition Safety Manual, latest edition.
- B. All applicable OSHA requirements and other Federal, State, and local codes, laws, ordinances, regulations, and guidelines for demolition and related work.
- C. International Building Code, latest edition.

1.4 QUALITY ASSURANCE

- A. The Owner reserves the right to direct any inspection that is deemed necessary. The Contractor shall provide free access to the site for inspection activities.
- B. The Contractor shall provide and maintain a capable and experienced field person representing the Contractor to oversee all demolition operations. The representative shall be on site during

all operating hours of the project.

- C. The Contractor shall obtain and pay for any permits, bonds, licenses, etc., required for demolition work.
- D. The Contractor shall conduct any work within street or highway right-of-ways in accordance with the requirements of the governmental agencies having jurisdiction and shall not begin until these governing authorities have been notified. The Contractor shall restore to their present conditions any public right-of-way that is disturbed by the work under this section. All pavement restoration work in public rights-of-way shall be performed to the proper satisfaction of the governmental agencies having jurisdiction.

1.5 SUBMITTALS

- A. Permits: Prior to the commencement of work, the Contractor shall submit to the Owner record copies of all required permits and certificates obtained for the work in this section. The Contractor shall incur all fees and other requirements associated with obtaining the required permits and certificates.

1.6 WORKING HOURS

- A. The Contractor shall limit all hours of work for this project in accordance with the Municipality's requirements.

1.7 UNACCEPTABLE PERFORMANCE

- A. The Contractor shall remove from the project any individual employed by the Contractor who is performing work in an unacceptable manner as determined by Owner. The Contractor shall not be allowed claims for delays or down time resulting from the removal of such employees.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. Noise-producing activities shall be held to a minimum. Internal combustion engines and compressors, etc., shall be equipped with mufflers to reduce noise to a minimum. The Contractor shall comply with all noise abatement ordinances.
- B. The work areas shall be sufficiently dampened to prevent dust from rising during demolition activities.
- C. The Contractor shall see to it that trucks leaving the site shall do so in such a manner that mud and earth will not be deposited on adjacent street pavements. Any mud or earth deposited on street pavements shall be promptly removed by the Contractor.

1.9 TEMPORARY SHORING AND PROTECTION

- A. Any damage done by the Contractor to existing pipe lines, utilities, etc., to remain shall be repaired by the Contractor and at his expense in a manner acceptable to the Owner of the damaged property. The Contractor shall report any existing damage prior to his beginning work.
- B. The Contractor shall provide necessary temporary shoring, bracing, etc., and maintenance thereto required in accordance with all applicable OSHA Standards for the completion of demolition work.
- C. The Contractor shall insure the provisions of adequate bracing, shoring, lamps, fencing, warning signs, and flags as required by agencies having jurisdiction and as directed by the Owner. Remove same when necessity for protection ceases.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Materials are as specified on the Contract Drawings when applicable. See related sections for additional product specifications.

PART 3 - METHOD OF CONSTRUCTION

3.1 GENERAL

- A. The Contractor is responsible for the demolition of existing buildings, structures, concrete slabs, retaining walls, walks and curb, asphalt pavement, utilities, signs and miscellaneous items encountered. Concrete elements shall be subject to an on-site crushing process and asphalt pavement shall be milled and stockpiled. All materials that cannot be recycled for reuse on-site shall be disposed off-site in accordance with all applicable Federal, State, County and Local codes and regulation governing legal transportation and disposal of work.

3.2 SITE VISIT

- A. The Contractor shall visit the site and verify the location of all pertinent items prior to submitting a bid so that the difficulties associated with execution of the contract are fully understood. No additional compensation will be allowed for failure to be so informed.

3.3 UTILITIES

- A. Existing utilities service shall not be interrupted unless authorized in writing by authorities having jurisdiction and the owner of the utility. Any temporary interruption necessary shall be directly coordinated and supervised by utility company personnel. The Contractor shall provide temporary services during interruptions to existing utilities, as acceptable to governing authorities and the affected utility companies.
- B. The Contractor shall maintain and protect from damage all existing above and below ground utilities that are to remain. Other utilities to remain include, but are not necessarily limited to, above ground utility lines and transformers within the public right-of-ways. The Contractor shall immediately repair or have repaired by the appropriate utility company any damage incurred by utilities during demolition work at no cost to the Owner or municipality. The Contractor shall be responsible for notifying and coordinating with the appropriate utility companies the shut-off of utilities that are to be abandoned as part of this Contract.
- C. Abandonment/Removal
 1. The Contractor shall disconnect and cap/terminate all services including but not limited to water, storm and sanitary sewers, gas, electric, telephone, cable TV, steam tunnels, etc. prior to demolition. The Contractor shall determine if utility laterals to the portion of building to be demolished are direct and exclusive to the building before disconnection is performed.
 2. Prior to removal, all utilities and sewers shall be properly purged and evacuated of all residual gases, oils, etc. or de-energized in the case of electric, telephone or other communications services. All purging and testing shall be approved by local utility or sewer companies and governing authorities having jurisdiction.
 3. The Contractor or appropriate utility or sewer company (if required) shall seal and/or plug the ends of all disconnected utilities with lean concrete, gasketed blank steel seal plates, or other measures as recommended and required by the utility or sewer

company or Consultant. All plugs shall be inspected by the Consultant and appropriate utility or sewer company prior to backfilling.

4. All utility disconnections shall be performed no later than 15 days prior to the scheduled start of demolition and must precede the demolition permit application procedure.

D. Restoration

1. All underground utility lateral removals shall be properly backfilled and compacted and all disturbed pavements within the public right-of-way shall be restored to their pre-demolition (existing) condition. This includes the restoration of concrete pavement, concrete curbing, and asphalt pavement within the public right-of-way. All pavement and curbing shall be sawcut prior to excavation in order to produce a clean and neat edge. Replacement pavement and curbing shall be equal in design performance to the existing condition and as directed by the Consultant and/or the local authority having jurisdiction. All restoration work shall be performed immediately following utility removal and backfill completion.

3.4 DISPOSAL OF DEMOLISHED MATERIALS

A. General:

1. The Contractor shall remove from the site all debris, rubbish and other materials resulting from demolition (except concrete and brick which may be re-used as backfill) and shall safely and legally dispose of all these items in accordance with applicable Federal, State and local codes and regulations.

B. Removal:

1. The Contractor shall legally and safely transport and dispose off-site all demolished materials in accordance with local, State and Federal regulations governing such operations.
2. The Contractor shall be responsible for locating and making arrangements for the safe, legal disposal of demolition material off-site during the entire course of the Contract.

END OF SECTION

SECTION 03 11 16

**ROUND FINISH FREE CONCRETE COLUMN
FORMS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Round cast-in-place concrete column forms with smooth interior surface.

1.2 RELATED SECTIONS

- A. Section 03 30 00 - Cast-in-Place Concrete.

1.3 REFERENCES

- A. ACI 301 - Standard Specification for Structural Concrete.

1.4 SUBMITTALS

- A. Comply with Section 01 33 00 - Submittal Procedures.
- B. Product Data: Submit manufacturer's product data, including erection and removal instructions.

1.5 QUALITY ASSURANCE

- A. Column Formwork and Form Accessories: ACI 301, unless otherwise specified.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to site with labels clearly identifying product name and manufacturer.
- B. Storage:
 - 1. Store forms in accordance with manufacturer's instructions.
 - 2. Store forms vertically in dry area if at all possible.
 - 3. If forms stored horizontally, elevate above ground on supports running length of forms. Uniform support is required to keep forms from warping.
 - 4. Protect forms from rain and excess moisture.
 - 5. Do not dent, scratch, or damage interior coating.
 - 6. Do not drop forms.
- C. Handling: Protect forms during handling and erection to prevent damage.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. Sonoco, 1 North Second Street, Hartsville, South Carolina 29550. Toll Free (888) 875-8754. Website www.sonotube.com. E-mail terry.mckeeon@sonoco.com.

2.2 ROUND CONCRETE COLUMN FORMS

- A. Concrete Column Forms: Sonotube Finish Free Concrete Forms with Duraglas Coating.
 - 1. Description: Multiple layers of 100 percent recycled paperboard, spirally wound, and laminated with adhesive.
 - 2. Interior Surface: Duraglas coating. Smooth with no spiral seams or form markings.
 - 3. Exterior Surface: Moisture barrier outer label.
 - 4. Forms shall not impart visible seams or form marks on concrete columns.
 - 5. 1-piece, 1-time-use forms.

6. Inside Diameter: As indicated on the Drawings

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive column forms. Notify Architect if areas are not acceptable. Do not begin erection until unacceptable conditions have been corrected.

3.2 ERECTION

- A. Place and brace column forms in accordance with manufacturer's instructions. At a minimum, forms must be secured at the base and at the top of the form. Additional mid-point bracing may be required for column heights in excess of 12 feet
- B. Erect forms at locations and to elevations as indicated on the Drawings.
- C. Erect column forms plumb. Bracing must be adequate to maintain plumb of column form throughout pouring and curing of concrete.
- D. Avoid damaging interior surface and coating of forms.
- E. Waterproof and reinforce openings cut into forms.
- F. Do not use forms that are out-of-round, deformed, damaged, or contain defects that could impair concrete surface.
- G. Protect forms from rain and snow if work is delayed and forms have been positioned for placing concrete.
- H. Place waterproof sheeting over top of forms to prevent damage to interior surface by rain or snow.
- I. Do not allow forms to stand in water or snow before placing concrete.

3.3 PLACING CONCRETE

- A. Place concrete as specified in Section 03 30 00, unless otherwise specified in this section.
- B. Do not place concrete if column forms are wet.
- C. Apply form release coating to interior surface.
- D. Place concrete at pour rate in accordance with manufacturer's instructions. Sonotube Finish Free is sold in standard lengths of 12 feet and can be poured to this full height without pour rate restrictions, as indicated on the product label. For lengths in excess of this, do not exceed 1800 pounds per square foot form pressure.
- E. Do not touch interior surface of forms with vibrator.
- F. Do not vibrate concrete from exterior of forms.

3.4 REMOVAL

- A. Remove column forms in accordance with manufacturer's instructions.

- B. Adhesion of Concrete to Form increases over time. If removal of the form is required, remove as soon as operations will not damage concrete, a minimum of 24 hours and a maximum of 5 days after placing concrete is recommended.
- C. Prevent damage to concrete from form removal.
- D. Removal of the form is not necessary except as required by Engineering design or local Building Code

3.5 PROTECTION

- A. Protect concrete columns during remaining construction by placing form halves loosely around columns and securing. Ensure concrete surface is fully dry.

END OF SECTION

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SECTION 03 30 00

CAST-IN-PLACE CONCRETE

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Cast-in-place concrete foundation walls, footings and slabs.
- B. Control, expansion and contraction joint devices associated with concrete work, including joint sealants.

1.2 REFERENCES

- A. ACI 211.1 - Selecting Proportions for Normal, Heavyweight, and Mass Concrete.
- B. ACI 301 - Structural Concrete for Buildings.
- C. ACI 302 - Guide for Concrete Floor and Slab Construction.
- D. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
- E. ACI 305R - Hot Weather Concreting.
- F. ACI 306R - Cold Weather Concreting.
- G. ACI 308 - Standard Practice for Curing Concrete.
- H. ACI 318 - Building Code Requirements for Reinforced Concrete.
- I. ASTM C33 - Concrete Aggregates.
- J. ASTM C94 - Ready-Mixed Concrete.
- K. ASTM C150 - Portland Cement.
- L. ASTM C260 - Air Entraining Admixtures for Concrete.
- M. ASTM C494 - Chemical Admixtures for Concrete.
- N. ASTM D994 - Preformed Expansion Joint Filler for Concrete (Bituminous Type).
- O. ASTM D1190 - Concrete Joint Sealer, Hot-Poured Elastic Type.
- P. ASTM D1751 - Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).
- Q. ASTM D1752 - Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.

1.3 SUBMITTALS FOR REVIEW

- A. Section 01 33 00 – Submittal Procedures: Procedures for submittals.
- B. Product Data: Provide data on joint devices, attachment accessories.
- C. Samples: Submit two, 6-inch-long samples of expansion/contraction joint and control joint.
- D. Mock-ups: Build-mock-ups to establish quality standards for fabrication and installation. Contractor shall provide mock-up of the porch support pier for Architect's review & approval. Mock-up may be kept in place if approved.
 - 1. Concrete Support piers for all porches are to be installed in such a manner that a maximum of 1 inch of concrete is left exposed above finished grade.

1.4 SUBMITTALS FOR INFORMATION

- A. Section 01 33 00 – Submittal Procedures: Procedures for submittals.
- B. Manufacturer's Installation Instructions: Indicate installation procedures and interface required with adjacent Work.

1.5 SUBMITTALS AT PROJECT CLOSEOUT

- A. Section 01 77 00 - Contract Closeout: Operation and Maintenance Data, Warranties and Bonds, Procedures for submittals.
- B. Accurately record actual locations of embedded utilities and components which are concealed from view.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301.
- B. Acquire cement and aggregate from same source for all work.
- C. Conform to ACI 305R when concreting during hot weather.
- D. Conform to ACI 306R when concreting during cold weather.

PART 2 - PRODUCTS

2.1 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type I - Normal Portland type.
- B. Fine and Coarse Aggregates: ASTM C33.
- C. Water: Clean and not detrimental to concrete.

2.2 ACCESSORIES

- A. Bonding Agent: Polymer resin emulsion.
- B. Vapor Retarder: 6 mil thick clear polyethylene film.
- C. Non-Shrink Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours and 7,000 psi in 28 days.

2.3 JOINT DEVICES AND FILLER MATERIALS

- A. Joint Filler Type A: ASTM D1751; Asphalt impregnated fiberboard or felt, 1/4 inch thick; tongue and groove profile.

2.4 CONCRETE MIX

- A. Mix concrete in accordance with ACI 304. Deliver concrete in accordance with ASTM C94.
- B. Select proportions for normal weight concrete in accordance with ACI 301 Method 1.
- C. Provide concrete to the following criteria:
 - 1. Foundation Concrete:
 - a. Compressive Strength (28 days): 3500 psi
 - b. Slump: 3 to 5 inch
 - 2. Concrete Exposed to Weather:
 - a. Compressive Strength (28 days): 4000 psi
 - b. Slump: 3 to 5 inch
- D. Use accelerating admixtures in cold weather only when approved by Architect/Engineer. Use of admixtures will not relax cold weather placement requirements.
- E. Use calcium chloride only when approved by Architect/Engineer.

- F. Use set retarding admixtures during hot weather only when approved by Architect/Engineer.
- G. Add air entraining agent to normal weight concrete mix for work exposed to exterior.
- H. Slab Concrete:
 - 1. Compressive Strength (28 days): 3000 psi

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify site conditions under provisions of Section 02 21 13.
- B. Verify requirements for concrete cover over reinforcement.
- C. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.

3.2 PREPARATION

- A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent in accordance with manufacturer's instructions.
- B. In locations where new concrete is dowelled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.
- C. Coordinate the placement of joint devices with erection of concrete formwork and placement of form accessories.

3.3 PLACING CONCRETE

- A. Place concrete in accordance with ACI 301.
- B. Notify Architect/Engineer minimum 24 hours prior to commencement of operations.
- C. Ensure reinforcement, inserts, embedded parts, formed expansion and contraction joints, are not disturbed during concrete placement.
- D. Install vapor retarder under interior slabs on grade. Lap joints minimum 6 inches and seal watertight by taping edges and ends.
- E. Repair vapor retarder damaged during placement of concrete reinforcing. Repair with vapor retarder material; lap over damaged areas minimum 6 inches and seal watertight.
- F. Separate slabs on grade from vertical surfaces with 1/2 inch thick joint filler.
- G. Place joint filler in floor slab. Set top to required elevations. Secure to resist movement by wet concrete.
- H. Extend joint filler from bottom of slab to within 1/8 inch of finished slab surface. Conform to Section 07 92 00 for finish joint sealer requirements.
- I. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- J. Place concrete continuously between predetermined expansion, control, and construction joints.
- K. Do not interrupt successive placement; do not permit cold joints to occur.

- L. Place floor slabs in checkerboard or saw cut pattern indicated.
- M. Saw cut joints within 24 hours after placing. Use 3/16 inch thick blade, cut into 1/4 depth of slab thickness.
- N. Screed floors and slabs on grade level, maintaining surface flatness of maximum 1/8 inch in 10 feet and 1/16" in 24-inches.

3.4 CONCRETE FINISHING

- A. Provide formed concrete surfaces to be left exposed, concrete walls, columns, beams with smooth rubbed finish.
- B. Steel trowel surfaces which will receive carpeting and resilient flooring.
- C. Steel trowel interior surfaces which are scheduled to be exposed.
- D. Broom finish exterior surfaces which are scheduled to be exposed.
- E. In areas with floor drains, maintain floor elevation at walls; pitch surfaces uniformly to drains as indicated on drawings.

3.5 CURING AND PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- C. Cure floor surfaces in accordance with ACI 308.
- D. Ponding: Maintain 100 percent coverage of water over floor slab areas continuously for 4 days.
- E. Spraying: Spray water over floor slab areas and maintain wet for 7 days.

3.6 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Control: Field inspection, testing.
- B. Provide slab flatness & levelness report upon completion of slab curing process prior to commencement of framing/ structural steel/ masonry work.
- C. Provide free access to Work and cooperate with appointed firm.
- D. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of Work.
- E. Tests of cement and aggregates may be performed to ensure conformance with specified requirements.
- F. Three concrete test cylinders will be taken for every 100 or less cu yds of each class of concrete placed.
- G. One additional test cylinder will be taken during cold weather concreting, cured on job site under same conditions as concrete it represents.
- H. One slump test will be taken for each set of test cylinders taken.

3.7 PATCHING

- A. Allow Architect/Engineer to inspect concrete surfaces immediately upon removal of forms.
- B. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Architect/Engineer upon discovery.
- C. Patch imperfections as directed and in accordance with ACI 301.

3.8 DEFECTIVE CONCRETE

- A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- B. Repair or replacement of defective concrete will be determined by the Architect/Engineer.
- C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Architect/Engineer for each individual area.

3.9 SCHEDULE OF CONCRETE FINISHES

- A. Steel trowel finish at floor slabs.
- B. Broom finish at exterior sidewalks, garages and as per Contract Drawings.
- C. Stained & Stamped Concrete Form lined finish at Foundation Wall as per Building Elevations.

END OF SECTION

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SECTION 05 52 00

METAL RAILINGS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Steel pipe and tube handrails, balusters, and fittings.

1.2 RELATED SECTIONS

- A. Section 06 20 00 – Finish Carpentry: wood handrails and railings.
- B. Section 09 91 00 - Painting: Paint finish.

1.3 REFERENCES

- A. ASTM A53 - Hot-Dipped, Zinc-coated Welded and Seamless Steel Pipe.
- B. ASTM A123 - Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- C. ASTM A500 - Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Round and Shapes.
- D. ASTM E935 - Test Methods for Performance of Permanent Metal Railing Systems and Rails for Buildings.
- E. ASTM E985 - Permanent Metal Railing Systems and Rails for Buildings.
- F. SSPC (Steel Structures Painting Council) - Steel Structures Painting Manual.

1.4 DESIGN REQUIREMENTS

- A. Railing assembly, wall rails, and attachments to resist lateral force of 300 lbs at any point without damage or permanent set. Test in accordance with ASTM A935.
- B. Fabricate railing assembly, wall rails, and attachments to ASTM E985.

1.5 SUBMITTALS FOR REVIEW

- A. Section 01 33 00 - Submittals: Procedures for submittals.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, anchorage, size and type of fasteners, and accessories.
- C. Samples: Submit two inch long samples of handrail. Submit two samples, of handrail, channel, wall bracket, escutcheon and end stop.

PART 2 – PRODUCTS

2.1 STEEL RAILING SYSTEM

- A. Steel Tubing: ASTM A500, Grade B.
- B. Rails and Posts: 1½ inch diameter and square steel tubing and pipe; welded joints.
- C. Fittings: Elbows, T-shapes, wall brackets, escutcheons; cast or machined steel.
- D. Mounting: brackets and flanges, with steel brackets for embedding in masonry.
- E. Exposed Fasteners: Flush countersunk screws or bolts; consistent with design of railing.

- F. Splice Connectors: Steel concealed spigots.
- G. Galvanizing: To ASTM A123, provide minimum 1.25 oz/sq ft galvanized coating.
 - 1. Touch-Up Primer for Galvanized Surfaces: SSPC 20 Type II Organic zinc rich.
- H. Shop and Touch-Up Primer: SSPC 15, Type 1, red oxide.

2.2 FABRICATION

- A. Fit and shop assemble components in largest practical sizes for delivery to site.
- B. Fabricate components with joints tightly fitted and secured. Provide spigots and sleeves to accommodate site assembly and installation.
- C. Provide anchors, plates and angles required for connecting railings to structure.
- D. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.
- E. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.
- F. Exterior Components: Continuously seal joined pieces by continuous welds. Drill condensate drainage holes at bottom of members at locations that will not encourage water intrusion.
- G. Interior Components: Continuously seal joined pieces by continuous welds.
- H. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- I. Accurately form components to suit stairs and landings, to each other and to building structure.
- J. Accommodate for expansion and contraction of members and building movement without damage to connections or members.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.

3.2 PREPARATION

- A. Clean and strip primed steel items to bare metal where site welding is required.
- B. Supply items required to be embedded in masonry with setting templates, to appropriate sections.

3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install components plumb and level, accurately fitted, free from distortion or defects.
- C. Anchor railings to structure with anchors and plates.
- D. Field weld anchors as indicated on shop drawings. Touch-up welds with primer. Grind welds smooth.
- E. Conceal bolts and screws whenever possible. Where not concealed, use flush countersunk fastenings.
- F. Assemble with spigots and sleeves to accommodate tight joints and secure installation.

3.4 ERECTION TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch per storey, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch.
- C. Maximum Out-of-Position: 1/4 inch.

3.5 SCHEDULE

- A. Refer to details on drawings.

END OF SECTION

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SECTION 06 10 00

ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

1. Structural floor, wall, and roof framing.
2. Built-up structural beams and columns.
3. Sill gaskets.
4. Preservative treatment of wood.

- B. Related Sections include the following:

1. Division 02 Section "Termite Control" for site application of borate treatment to wood framing.
2. Section 06 10 53 – Miscellaneous Rough Carpentry
3. Section 06 13 23 – Heavy Timber Framing
4. Section 06 15 00 – Wood Decking
5. Section 06 16 00 – Sheathing
6. Section 06 16 13 – Insulating Sheathing
7. Section 06 17 33 – Wood I-Joists
8. Section 06 17 53 – Shop Fabricated Wood Trusses
9. Section 06 18 00 – Glue Laminated Construction

1.3 DEFINITIONS

- A. Exposed Framing: Framing not concealed by other construction.
- B. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.
- C. Timber: Lumber of 5 inches nominal or greater in least dimension.
- D. Lumber grading agencies, and the abbreviations used to reference them, include the following:
1. NeLMA: Northeastern Lumber Manufacturers' Association.
 2. NLGA: National Lumber Grades Authority.
 3. RIS: Redwood Inspection Service.
 4. SPIB: The Southern Pine Inspection Bureau.
 5. WCLIB: West Coast Lumber Inspection Bureau.
 6. WWPA: Western Wood Products Association.

1.4 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
 2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
 3. For fire-retardant treatments specified to be High-Temperature (HT) type, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.
 4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
 5. Include copies of warranties from chemical treatment manufacturers for each type of treatment.
- B. Fastener Patterns: Full-size templates for fasteners in exposed framing.
- C. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
- D. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:
1. Wood-preservative-treated wood.
 2. Fire-retardant-treated wood.
 3. Engineered wood products.
 4. Power-driven fasteners.
 5. Powder-actuated fasteners.
 6. Expansion anchors.
 7. Metal framing anchors.

1.5 QUALITY ASSURANCE

- A. Source Limitations for Engineered Wood Products: Obtain each type of engineered wood product through one source from a single manufacturer.
- B. Forest Certification: For the following wood products, provide materials produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship":
1. Dimension lumber framing.
 2. Timber.
 3. Rim boards.
 4. Miscellaneous lumber.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. For exposed lumber indicated to receive a stained or natural finish omit grade stamp and provide certificates of grade compliance issued by grading agency.
 - 3. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 - 4. Provide dressed lumber, S4S, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWWA UC4A.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
 - 2. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items indicated on Drawings, and the following:
 - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - 2. Wood sills, sleepers, blocking and similar concealed members in contact with masonry or concrete.
 - 3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
 - 4. Wood framing members that are less than 18 inches above the ground in crawlspaces or unexcavated areas.
 - 5. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 DIMENSION LUMBER FRAMING

- A. Maximum Moisture Content 19 percent.
- B. Interior Partitions: Construction grade or better, any of the following species:
 - 1. Hem-fir (north); NLGA.
 - 2. Mixed southern pine; SPIB.
 - 3. Spruce-pine-fir; NLGA.
 - 4. Hem-fir; WCLIB, or WWPA.
 - 5. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
 - 6. Northern species; NLGA.
 - 7. Eastern softwoods; NeLMA.
 - 8. Western woods; WCLIB or WWPA.

C. Exterior and Load-Bearing Walls: No. 2 grade or better, any of the following species:

1. Hem-fir (north); NLGA.
2. Southern pine; SPIB.
3. Douglas fir-larch; WCLIB or WWPA.
4. Mixed southern pine; SPIB.
5. Spruce-pine-fir; NLGA.
6. Douglas fir-south; WWPA.
7. Hem-fir; WCLIB or WWPA.
8. Douglas fir-larch (north); NLGA.
9. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

D. Ceiling Joists (Non-Load-Bearing): No. 2 grade or better, any of the following species:

1. Hem-fir (north); NLGA.
2. Southern pine; SPIB.
3. Douglas fir-larch; WCLIB or WWPA.
4. Douglas fir-larch (north); NLGA.
5. Mixed southern pine; SPIB.
6. Spruce-pine-fir; NLGA.
7. Hem-fir; WCLIB or WWPA.
8. Douglas fir-south; WWPA.
9. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
10. Northern species; NLGA.
11. Eastern softwoods; NeLMA.
12. Western woods; WCLIB or WWPA.

E. Joists, Rafters, and Other Framing Not Listed Above: No. 2 grade or better, any of the following species:

1. Hem-fir (north); NLGA.
2. Southern pine; SPIB.
3. Douglas fir-larch; WCLIB or WWPA.
4. Mixed southern pine; SPIB.
5. Spruce-pine-fir; NLGA.
6. Douglas fir-south; WWPA.
7. Hem-fir; WCLIB or WWPA.
8. Douglas fir-larch (north); NLGA.
9. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

F. Exposed Exterior Framing Indicated to Receive a Stained or Natural Finish: Provide material hand-selected for uniformity of appearance and freedom from characteristics, on exposed surfaces and edges, that would impair finish appearance, including decay, honeycomb, knot-holes, shake, splits, torn grain, and wane.

1. Species and Grade: As indicated above for load-bearing construction of same type.
2. Species and Grade: Hem-fir (north), No. 1 grade; NLGA.
3. Species and Grade: Southern pine, No. 1 grade; SPIB.
4. Species and Grade: Douglas fir-larch; No. 1 grade; WCLIB, or WWPA.
5. Species and Grade: Mixed southern pine, No. 1 grade; SPIB.
6. Species and Grade: Spruce-pine-fir, No. 1 grade; NLGA.
7. Species and Grade: Douglas fir-south; No. 1 grade; WWPA.
8. Species and Grade: Hem-fir; No. 1 grade; WCLIB, or WWPA.
9. Species and Grade: Douglas fir-larch (north); No. 1 grade; NLGA.

10. Species and Grade: Spruce-pine-fir (south), No. 1 grade; NeLMA, WCLIB, or WWPA.
11. Species and Grade: Eastern hemlock-balsam fir or eastern hemlock-tamarack; No. 1 grade; NeLMA.
12. Species and Grade: Beech-birch-hickory, No. 1 grade; NeLMA.
13. Species and Grade: Northern red oak, No. 1 grade; NeLMA.
14. Species and Grade: Redwood, No. 1 grade; RIS.
15. Species and Grade: Mixed oak, No. 1 grade; NeLMA.
16. Species and Grade: Mixed maple, No. 1 grade; NeLMA.
17. Species and Grade: Western cedars, No. 1 grade; WCLIB, or WWPA.

2.4 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 1. Blocking.
 2. Nailers.
 3. Rooftop equipment bases and support curbs.
 4. Cants.
 5. Furring.
 6. Grounds.
 7. Utility shelving.
- B. For items of dimension lumber size, provide Standard, Stud, or No. 3 grade lumber with 19 percent maximum moisture content of any species.
- C. For items of dimension lumber size, provide Standard, Stud, or No. 3 grade lumber with 19 percent maximum moisture content and any of the following species:
 1. Hem-fir (north); NLGA.
 2. Mixed southern pine; SPIB.
 3. Spruce-pine-fir; NLGA.
 4. Hem-fir; WCLIB, or WWPA.
 5. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
 6. Western woods; WCLIB or WWPA.
 7. Northern species; NLGA.
 8. Eastern softwoods; NeLMA.
- D. For exposed boards, provide lumber with 19 percent maximum moisture content and any of the following species and grades:
 1. Eastern white pine, Idaho white, lodgepole, ponderosa, or sugar pine; Standard or No. 3 Common grade; NeLMA, NLGA, WCLIB, or WWPA.
 2. Mixed southern pine, No. 2 grade; SPIB.
 3. Hem-fir or hem-fir (north), Construction or No. 2 Common grade; NLGA, WCLIB, or WWPA.
 4. Spruce-pine-fir (south) or spruce-pine-fir, Construction or No. 2 Common grade; NeLMA, NLGA, WCLIB, or WWPA.
- E. For concealed boards, provide lumber with 19 percent maximum moisture content and any of the following species and grades:
 1. Mixed southern pine, No. 3 grade; SPIB.
 2. Hem-fir or hem-fir (north), Standard or 3 Common grade; NLGA, WCLIB, or WWPA.

3. Spruce-pine-fir (south) or spruce-pine-fir, Standard or 3 Common grade; NeLMA, NLGA, WCLIB, or WWPA.
 4. Eastern softwoods, No. 3 Common grade; NeLMA.
 5. Northern species, No. 3 Common grade; NLGA.
 6. Western woods, Standard or No. 3 Common grade; WCLIB or WWPA.
- F. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- G. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.
- H. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.5 PLYWOOD BACKING PANELS

- A. Telephone and Electrical Equipment Backing Panels: DOC PS 1, Exposure 1, C-D Plugged, in thickness indicated or, if not indicated, not less than 1/2-inch nominal thickness.

2.6 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1.
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.
- G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
 2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2

2.7 METAL FRAMING ANCHORS

- A. Basis-of-Design Products: Subject to compliance with requirements, provide products indicated on Drawings or comparable products by one of the following:
1. Alpine Engineered Products, Inc.
 2. Cleveland Steel Specialty Co.

3. Harlen Metal Products, Inc.
 4. KC Metals Products, Inc.
 5. Simpson Strong-Tie Co., Inc.
 6. Southeastern Metals Manufacturing Co., Inc.
 7. USP Structural Connectors.
- B. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer, that meet or exceed those of products of manufacturers listed. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.
- C. Shear wall panels: Equal to Simpson Strongwall panels of the size indicated on the Drawings.
- D. Wall Bracing: Angle bracing made for letting into studs in saw kerf, 15/16 by 0.040 inch thick with hemmed edges.

2.8 MISCELLANEOUS MATERIALS

- A. Sill-Sealer Gaskets: Glass-fiber-resilient insulation, fabricated in strip form, for use as a sill sealer; 1-inch nominal thickness, compressible to 1/32 inch; selected from manufacturer's standard widths to suit width of sill members indicated.
- B. Water-Repellent Preservative: NWWDA-tested and -accepted formulation containing 3-iodo-2-propynyl butyl carbamate, combined with an insecticide containing chloropyrifos as its active ingredient.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds and similar supports to comply with requirements for attaching other construction.
- B. Framing Standard: Comply with AF&PA's "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.
- D. Metal Framing Anchors: Install metal framing to comply with manufacturer's written instructions.
- E. Do not splice structural members between supports, unless otherwise indicated.
- F. Place horizontal members laid flat, crown side-up.
- G. Construct double joist headers at floor and ceiling openings. Frame rigidly into joists.
- H. Construct double joists under wall studding.
- I. Bridge framing in excess of 8 feet (2.3 m) span at mid-span members. Fit solid blocking at ends of members.
- J. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.

1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches o.c.
- K. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities as indicated and as follows:
1. Fire block furred spaces of walls, at each floor level, at ceiling, and at not more than 96 inches o.c. with solid wood blocking or noncombustible materials accurately fitted to close furred spaces.
 2. Fire block concealed spaces of wood-framed walls and partitions at each floor level, at ceiling line of top story, and at not more than 96 inches o.c. Where fire blocking is not inherent in framing system used, provide closely fitted solid wood blocks of same width as framing members and 2-inch nominal- thickness.
 3. Fire block concealed spaces between floor sleepers with same material as sleepers to limit concealed spaces to not more than 100 sq. ft. and to solidly fill space below partitions.
 4. Fire block concealed spaces behind combustible cornices and exterior trim at not more than 20 feet o.c.
- L. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- M. Comply with AWP A M4 for applying field treatment to cut surfaces of preservative-treated lumber.
1. Use inorganic boron for items that are continuously protected from liquid water.
 2. Use copper naphthenate for items not continuously protected from liquid water.
- N. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the 2005 Connecticut Building Code.
- O. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; do not countersink nail heads, unless otherwise indicated.
- P. For exposed work, arrange fasteners in straight rows parallel with edges of members, with fasteners evenly spaced, and with adjacent rows staggered.
- Q. Place sill gasket directly on foundation. Puncture gasket clean and fit tight to protruding foundation anchor bolts.
- R. Coordinate installation of wood decking, glue laminated and plywood web joists.
- S. All wood contact with concrete or masonry to be pressure treated.

3.2 STUD INSTALLATION

- A. Stud Spacing: 16 inches (400 mm) on center. Unless noted otherwise on the drawings.
- B. Wall & Partition Heights: Full height to floor or roof/ceiling construction above.
- C. Frame all walls and partitions with double top plates. All top plates to be lapped.

- D. Door Opening Framing: Install double studs at doorframe jambs. Install stud jacks on each side of opening, at frame head height, and between studs and adjacent studs.
- E. Blocking: Nail wood blocking to studs. Install blocking for support of plumbing fixtures, toilet partitions, wall cabinets, toilet accessories, hardware, cabinetry, and future grab bars in all units.
- F. Coordinate installation of bucks, anchors, blocking, electrical and mechanical work placed in or behind partition framing.

3.3 WOOD SLEEPERS, BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated.
- C. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

3.4 WOOD FURRING INSTALLATION

- A. Install level and plumb with closure strips at edges and openings. Shim with wood as required for tolerance of finish work.
- B. Furring to Receive Plywood or Hardboard Paneling: Install 1-by-3-inch nominal- size furring horizontally and vertically at 24 inches o.c.
- C. Furring to Receive Gypsum Board: Install 1-by-2-inch nominal- size furring vertically at 16 inches o.c.

3.5 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION

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SECTION 06 10 53

MISCELLANEOUS ROUGH CARPENTRY

PART 1 – GENERAL

1.1 WORK INCLUDED

- A. Roof curbs.
- B. Blocking in wall and roof openings.
- C. Wood furring and grounds.
- D. Wood treatment.

1.2 RELATED WORK

- A. Section 03 30 00 – Cast-in Place Concrete: Concrete openings to receive wood blocking

1.3 REFERENCES

- A. ALSC - American Lumber Standards Committee: Softwood Lumber Standard.
- B. APA - American Plywood Association: Grades and Standards.
- C. FS TT-W-571 - Wood Preservation: Treating Practices.
- D. NFPA - National Forest Products Association.
- E. SFPA - Southern Forest Products Association.
- F. WCLIB - West Coast Lumber Inspection Bureau: Standard Grading Rules for West Coast Lumber.
- G. WWPA - Western Wood Products Association.

1.4 QUALITY ASSURANCE

- A. Lumber Grading Agency: Certified by ALSC.
- B. Plywood Grading Agency: Certified by APA.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Lumber Grading Rules: WWPA.
- B. Softwood Lumber: Southern Pine species, No. 2 grade, kiln dried or surfaced dry with 19 percent maximum moisture content.
- C. Plywood: APA Grade C-D, with waterproof glue, unsanded.
- D. Fasteners: Hot-dipped galvanized steel for exterior, high humidity, and treated wood locations; plain finish elsewhere; size and type to suit condition.
- E. Anchors: Adhesive expanding bolt type for anchorage to hollow masonry. Bolts or ballistic fasteners for anchorages to steel.

2.2 WOOD TREATMENT

- A. Wood Preservative (Pressure Treatment): FS TT-W-571 AWWPA Treatment UC4A using water borne preservative with 0.30 percent retainage; preservative shall not contain

chromium or arsenic.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Erect wood framing members level and plumb.
- B. Space framing and furring 16 inches.
- C. Curb all roof openings except where prefabricated curbs are provided. Form corners by lapping side members alternatively.
- D. Coordinate work with installation of decking and support of decking at openings.

END OF SECTION

SECTION 06 15 00

WOOD DECKING

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Softwood lumber Glue laminated structural wood decking.

1.2 RELATED SECTIONS

- A. Section 06 10 00 Rough Carpentry

1.3 REFERENCES

- A. AITC (American Institute of Timber Construction) 108 - Standard For Heavy Timber Construction.
- B. AITC 110 - Standard Appearance Grades for Structural Glued Laminated Timber.
- C. AITC 111 - Recommended Practice for Protection of Structural Glued Laminated Timber During Transit, Storage and Erection.
- D. AITC 112 - Standard for Tongue and Groove Heavy Timber Decking.
- E. AITC 113 - Standard for Dimensions of Structural Glued Laminated Timber.
- F. ALSC (American Lumber Standards Committee) - Softwood Lumber Standards.
- G. ANSI A190.1 - Structural Glue Laminated Timber
- H. APA (American Plywood Association).
- I. NFPA (National Forest Products Association).
- J. RIS (Redwood Inspection Service).
- K. SPIB (Southern Pine Inspection Bureau).
- L. WCLIB (West Coast Lumber Inspection Bureau).
- M. WWPA (Western Wood Products Association).

1.4 SYSTEM DESCRIPTION

- A. Design floor live and dead load: 50 psf with deflection limited to 1/360 of span.
- B. Design roof live and dead 40 psf with deflection limited to 1/240 of span.

1.5 SUBMITTALS FOR REVIEW

- A. Section 01 33 00 – Submittal Procedures: Procedures for submittals.
- B. Product Data: Provide technical data on wood preservative materials.
- C. Shop Drawings: Indicate deck framing system, loads and cambers, bearing details, framed openings.
- D. Samples of Exposed to View Wood Deck: Submit two samples, 24 x 6 inch in size illustrating wood grain, stain, and finish.

1.6 SUBMITTALS FOR INFORMATION

- A. Section 01 33 00 – Submittal Procedures: Procedures for submittals.
- B. Product Data: Provide application instructions.

1.7 QUALITY ASSURANCE

- A. Perform Work in accordance with the following agencies:
 - 1. Lumber Grading Agency: Certified by AITC 108.

- B. Glue Laminated Decking: AITC 110 and AITC 113.
- C. Perform Work in accordance with ANSI A190.1. Maintain one copy of each document on site.
- D. In lieu of grade stamping exposed to view lumber and plywood, submit manufacturer's certificate certifying that products conform to specified requirements.
- E. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience and certified by AITC.
- F. Installer: Company specializing in performing the work of this section with minimum five years' experience.
- G. Design decking under direct supervision of a Professional Structural Engineer experienced in design of this Work and licensed at the place where the Project is located.

1.8 DELIVERY, STORAGE, AND PROTECTION

- A. Section 01 60 00 – Product Requirements: Transport, handle, store, and protect products.
- B. Protect glue laminated members in accordance with AITC 111 requirements for load wrapped material.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Lumber Grading Rules: AITC 110 & AITC 112.
- B. Glued Laminated Decking: Douglas Fir species, size to match existing, ASTM D2559 type adhesive for "wet" service; bevel edges, double tongue; design for the following values:
 - 1. 1.Bending (Fb): 1600 psi.
 - 2. 2.Modulus of elasticity (E): 1,300,000 psi.

2.2 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Drywall Screws: Bugle head, hardened steel, power driven type, length three (3) times thickness of decking. Length to achieve full penetration of decking substrate.
 - 2. Anchors: Toggle bolt type for anchorage to hollow masonry. Expansion shield and lag bolt type for anchorage to solid masonry or concrete. Bolt or ballistic fastener for anchorages to steel.
- B. Adhesive: APA AFG-01, waterproof, air cure type, cartridge dispensed

2.3 FABRICATION - GLUE LAMINATED DECKING

- A. Fabricate glue laminated decking in accordance with AITC Architectural grade.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify that support framing is ready to receive decking.

3.2 PREPARATION

- A. Coordinate placement of bearing & support items.

3.3 INSTALLATION - GLUE LAMINATED DECKING

- A. Install decking perpendicular to framing members, with ends staggered over firm bearing. On sloped surfaces, lay decking with tongue upward.
- B. Fit butt end deck joints occurring between support members with metal splines to maintain tight, aligned joints.
- C. Engage decking tongue and groove edges.
- D. Secure with fasteners. Side spike planks together, through pre-drilled holes.
- E. Maintain decking joint space of 1/16 inch maximum.
- F. Cut decking to accommodate roof drain and flange.

3.4 TOLERANCES

- A. Surface Flatness of Decking Without Load: 1/4 inch in 10 feet maximum, and 1/2 inch in 30 feet maximum.

END OF SECTION

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SECTION 06 16 00

SHEATHING

PART 1 – GENERAL

1.1 WORK INCLUDED

- A. Wall and roof sheathing.
- B. Subfloor sheathing and overlay.
- C. Miscellaneous framing and sheathing.

1.2 RELATED WORK

- A. Section 01 26 00 – Contract Modification Procedures: Alternates.
- B. Section 06 10 00 – Rough Carpentry
- C. Section 06 10 53 – Miscellaneous Rough Carpentry.

1.3 REFERENCES

- A. ALSC - American Lumber Standards Committee: Softwood Lumber Standards.
- B. ANSI A135.4 - Basic Hardwood.
- C. APA - American Plywood Association.
- D. AWWA - American Wood Preservers' Association: Book of Standards.
- E. FS - TT-W-571 - Wood Preservation: Treating Practices.
- F. NFPA - National Forest Products Association.
- G. SFPA - Southern Forest Products Association.
- H. WCLIB - West Coast Lumber Inspection Bureau: Standard Grading Rules for West Coast Lumber.
- I. WWPA - Western Wood Products Association.
- J. AWWA (American Wood Preservers Association) C20 - Structural Lumber Fire Retardant Treatment by Pressure Process.
- K. AWWA (American Wood Preservers Association) C2 – Wood Preservative Treatment by Pressure Process.

1.4 QUALITY ASSURANCE

- A. Lumber Grading Agency: Certified by ALSC.
- B. Plywood Grading Agency: Certified by APA.
- C. Compliance with: AWC-2005 National Design Specifications, 2001 Wood Frame Construction Manual & 2005 Special Design Provisions for Wind and Seismic Supplement.

1.5 REGULATORY REQUIREMENTS

- A. Conform to applicable codes for size and type of fasteners requirements.
- B. Conform to UL requirements to achieve rating indicated on drawings.
- C. All products used shall not contain Formaldehyde.
- D. Preservatives used shall not contain chromium or arsenic.

PART 2 – PRODUCTS

2.1 PLYWOOD MATERIALS

- A. Roof Sheathing: APA Structural I, Grade C-D; unsanded, fire retardant where noted.
- B. Wall Sheathing: APA Structural I, Grade C-D; unsanded.
- C. Floor Sheathing: APA Structural I, Grade C-D; unsanded.
- D. Underlayment: APA Structural I, Grade C-D; sanded.

2.2 SHEATHING AND UNDERLAYMENT LOCATIONS

- A. Flat Roof Sheathing: 3/4-inch thick, 48 x 96 inch sized sheets, square edges.
- B. Roof Sheathing over existing sheathing: 3/8-inch thick, 48 x 96 inch sized sheets, square edges.
- C. Above Grade Wall Sheathing: 1/2-inch thick, 48 x 96 inch sized sheets, square edges.
- D. Floor Sheathing: 3/4-inch thick, 48 x 96 inch sized sheets, square edges.
- E. Floor Underlayment: 3/8-inch thick, 48 x 96 inch sized sheets.

2.3 ACCESSORIES

- A. Fasteners: Hot-dipped galvanized steel for exterior, high humidity, and treated wood locations; plain finish elsewhere; size and type to suit condition.
- B. Anchors and Connectors: As shown on the Drawings; manufactured by TECO or Simpson. Where connectors or anchors are not noted, provide appropriate galvanized items.
- C. Joist Hangers: Galvanized steel, sized to suit joists and framing conditions; manufactured by TECO or Simpson.
- D. Anchors: Adhesive expanding bolt type for anchorage to masonry. Bolts or ballistic fasteners for anchorage to steel.
- E. Sill Gasket: 1/4 inch thick, plate width; 6 inch wide; glass fiber strip.
- F. Subfloor Glue: Waterproof, air cure type, cartridge dispensed; manufactured by DAP.
- G. Drywall Screws: Bugle head, steel, power driven type length of three times thickness of sheathing.
- H. Tape for Sheathing Seams: 25 mil thick, 4 inches wide; Basis of Design: Grace Vycor Plus
- I. Building Wrap: 12.1 mil, 10 perms, Class A Flame spread; Basis of Design: Typar Metro Wrap or an approved equal

2.4 WOOD TREATMENT

- A. Fire retardant: AWPA UCFB, Exterior Type, chemically treated and pressure impregnated; capable of providing a maximum flame spread/smoke development rating of 0 to 75.

- B. Wood Preservative (Pressure Treatment): AWPAC UC4A using water borne preservative with 0.25 percent retainage.
- C. Wood Preservative (Surface Application): green colored, manufactured by Osmose.

PART 3 – EXECUTION

3.1 SHEATHING

- A. Secure roof sheathing perpendicular to framing members with ends staggered. Secure sheet edges over firm bearing.
- B. Secure wall sheathing horizontally perpendicular to wall studs, with ends staggered, over firm bearing.
- C. Secure subfloor perpendicular to floor framing with end joints staggered. Secure sheet edges over firm bearing. Attach sheathing with subfloor glue and drywall screws.
- D. Install plywood to simple span.
- E. Tape all horizontal & vertical joints between wall Sheathing panels.
- F. Secure flooring underlayment after dust and dirt generating activities have ceased and prior to application of finished flooring. Apply perpendicular to subflooring. Stagger end joints of underlayment. Secure with screw type fasteners.

3.2 TOLERANCES

- A. Framing Members: 1/4 inch (6 mm) maximum from true position.
- B. Surface Flatness of Floor: 1/4 inch in 10 feet (2 mm/m) maximum.

END OF SECTION

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SECTION 06 20 00

FINISH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Finish carpentry items, other than shop prefabricated casework.
- B. Hand attachment accessories.
- C. Refer to schedule at end of this Section.

1.02 PRODUCTS INSTALLED BUT NOT FURNISHED UNDER THIS SECTION

- A. Section 05 52 00 – Metal Railings: metal handrails.

1.03 RELATED SECTIONS

- A. Section 06 10 53 –Miscellaneous Rough Carpentry: Wood Blocking and Curbing.
- B. Section 09 91 00 - Painting: Painting and finishing of finish carpentry items.

1.04 REFERENCES

- A. AWI - Quality Standards.
- B. PS 20 - American Softwood Lumber Standard.

1.05 REGULATORY REQUIREMENTS

- A. Conform to applicable code for fire retardant requirements.
- B. Conform to Certification of Compliance with HUD Severe Use Standards.

1.06 SUBMITTALS

- A. Submit shop drawings under provisions of Section 01 33 00.
- B. Submit shop drawings indicating materials, component profiles, fastening methods, jointing details, finishes, accessories, to a minimum scale of 1-1/2 inch to one foot.
- C. Submit product data under provisions of Section 01 33 00.
- D. Submit samples under provisions of Section 01 33 00.
- D. Submit one sample 24 x 24 inch in size illustrating wood grain and specified finish.
- F. Submit two samples 12-inch-long of wood trim.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site under provisions of Section 01 60 00.
- B. Store and protect products under provisions of Section 01 60 00.
- C. Store materials in ventilated, interior locations under constant minimum temperatures of 60 degrees F (16 degrees C) and maximum relative humidity of 55 percent.

PART 2 PRODUCTS

2.01 FABRICATORS

- A. Brockway-Smith Company.
- B. Custom Millwork Shop.
- C. Substitutions: Under provisions of Section 01 60 00.

2.02 LUMBER MATERIALS

- A. Softwood Lumber: PS 20; Premium grade in accordance with AWI; maximum moisture content of 6 percent. Pine species, with plain sawn grain, of quality capable of transparent finish.
- B. Hardwood Lumber: FS MM-L-736; Premium grade in accordance with AWI; maximum moisture content of 6 percent. Birch or oak species, with plain sawn grain, of quality capable of transparent finish.
- C. MDO Plywood: Grade C-D: Graded in accordance with AWI Custom: veneer core; paper face; exterior glue.

2.03 ACCESSORIES

- A. Nails: Size and type to suit application, plain and coated finish.
- B. Bolts, Nuts, Washers, Blind Fasteners, Lags, and Screws: Size and type to suit application; plain and galvanized finish.
- E. Lumber for Shimming, Blocking, Softwood lumber of Southern yellow pine species.
- D. Primer: Alkyd primer sealer type.
- E. Wood Filler: Oil base, tinted to match surface finish color.

2.04 FABRICATION

- A. Fabricate to AWI Premium standards.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces and openings are ready to receive work and field measurements are as shown on the drawings.
- B. Verify mechanical, electrical, and building items affecting work of this Section are placed and ready to receive this work.
- C. Beginning of installation means acceptance of existing conditions.

3.02 PREPARATION

- A. Before installation, prime paint surfaces of items or assemblies to be in contact with cementitious materials.

- B. Before installation, back prime paint all unexposed surfaces.

3.03 INSTALLATION

- A. Install work in accordance with AWI Premium quality standard.
- B. Set and secure materials and components in place, plumb and level.
- C. Install components and trim with nails and screws at 8 inch on center.
- D. Install hardware in accordance with manufacturer's instructions.

3.04 TOLERANCES

- A. Maximum Variation from True Position: 1/16 inch (1.5 mm).
- B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch (0.7 mm).

3.05 SITE TREATMENT OF WOOD MATERIALS

- A. Brush apply one coat of primer on hidden surfaces of exterior located finish carpentry items.
- B. Apply preservative treatment in accordance with manufacturer's instructions.
- C. Treat site-sawn ends. Allow preservative to cure prior to erecting materials.
- D. Verify that materials requiring paint finish do not exceed 6 percent moisture content before applying treatment.

3.06 PREPARATION FOR SITE FINISHING

- A. Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth.
- B. Site Finishing: Refer to Section 09 91 00.

3.07 PROTECTION

- A. Protect finished installation under provisions of Section 01500.

3.08 SCHEDULE

- A. Porch:
Lattice Panel: Pressure Treated poplar diagonal lattice with ¼” grid opening.

END OF SECTION

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SECTION 06 84 00

COMPOSITE DECKING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Composite decking.

1.2 RELATED SECTIONS

- A. Section 06 10 00 – Rough Carpentry

1.3 REFERENCES

- A. ASTM D-1413-99: Test Method for Wood Preservatives by Laboratory Soil-block Cultures, ASTM International.
- B. ASTM D-2565-99: Practice for Operating Xenon Arc-type Light-exposure Apparatus With or Without Water for Exposure of Plastics, ASTM International.
- C. ASTM D-2915-98: Practice for Evaluating Allowable Properties for Grades of Structural Lumber, ASTM International.
- D. ASTM D-2990-95: Test Method for Tensile, Compressive, and Flexural Creep and Creep-rupture of Plastics, ASTM International.
- E. ASTM D-3345-74 (1999): Test Method for Laboratory Evaluation of Wood and Other Cellulose Materials for Resistance to Termites, ASTM International.
- F. ASTM D-5456-99a: Specification for Evaluation of Structural Composite Lumber Products, ASTM International.
- G. ASTM D-6109-97: Standard Test Method for Flexural Properties of Un-reinforced and Reinforced Plastic Lumber, ASTM International.
- H. ASTM D-7031-04: Standard Guide for Evaluating Mechanical and Physical Properties of Wood-Plastic Composite Products, ASTM International.
- I. ASTM D-7032-04: Standard Specification for Establishing Performance Ratings for Wood-Plastic Composite Deck Boards and Guardrail systems (Guards or Handrails), ASTM International.
- J. ASTM E-4-99: Practices for Force Verification of Testing Machines, ASTM International.
- K. ASTM E-84-01: Test Method for Surface Burning Characteristics of Building Materials, ASTM International.
- L. ASTM E-330-97: Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference, ASTM International.
- M. ASTM F-1679: Standard Test Method for Using a Variable Incidence Tribometer (VIT).

1.4 DESIGN / PERFORMANCE REQUIREMENTS

- A. Structural Performance:
 - 1. Deck: Uniform Load: 100 lb/sq. ft.
- B. Fire-Test-Response Characteristics per ASTM E-84:

1.5 SUBMITTALS

- A. Product Data: Indicate sizes, profiles, surface style, and performance characteristics.

- B. Samples: For each product specified, one sample, minimum size 4 inches long, representing actual product, color, and finish.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Storage and Handling:
 - 1. Never dump TimberTech materials when unloading.
 - 2. Store on a flat surface and cover with non-translucent material.
 - 3. When carrying TimberTech planks, carry on edge for better support.
 - 4. Refer to installation instructions for additional guidelines on each product.

1.7 WARRANTY

- A. Warranty: Limited Residential Warranty against rot, decay, splitting, checking, splintering, or termite damage for a period of 25 years beginning from date of purchase under normal conditions of use and exposure.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Contract Documents are based on products by: Trex Company, Inc., 160 Exeter Dr., Winchester, VA 22603.
- B. Substitutions: Not permitted under Division 01.

2.2 APPLICATIONS/SCOPE

- A. Wood/Plastic Composite Lumber:
 - 1. Material Description: Composite plank consisting of high density polyethylene (HDPE) and wood flour, extruded into sizes and shapes indicated with the following physical properties:
 - a. legacy Decking Boards: 1-inch x 5-7/16 inches wide.
 - 1) Lengths-12, 16, and 20 feet.
 - b. Color:
 - 1) Ashwood
 - a) Surface texture- One side brushed, one side embossed
 - b) Edges are Grooved for CONCEALoc.
 - c. Specific Gravity: 1.2 g/cu. cm. when tested in accordance with ASTM D-792.
 - d. Flexural Properties when tested in accordance with ASTM D-6109:
 - Solid Profiles
 - 1) Modulus of Elasticity (MOE): 542,200 psi.- Ultimate
 - 2) Modulus of Rupture (MOR): 3157 psi. - Ultimate
 - Floorizon Plank
 - 1) Flexural Stiffness 426,508 lb·in²
 - 2) Moment Capacity 3157 in·lb
 - e. Hardness when tested in accordance with ASTM D-143: 225 lb (101.25 kg).
 - f. Water Absorption when tested in accordance with ASTM D-1037, %vol. <1.35%, %mass <1.29%.
 - g. Flame Spread Index when tested in accordance with ASTM E-84: 75
 - h. Direct Screw Withdrawal Force when tested in accordance with ASTM D-1761: 787 lbs/in.

- i. Slip resistance when tested in accordance with ASTM F-1679:
 - 1) Vertigrain Dry: 0.63 Wet: 0.55
 - 2) Brushed Dry: 0.77 Wet: 0.56
 - 3) Woodgrain Dry: 0.54 Wet: 0.43
- j. Smoke Development when tested in accordance with ASTM E-84, 200.
- k. Flash Ignition Temperature when tested in accordance with ASTM D-1929, 651 degrees F.
- l. Spontaneous Ignition Temperature when tested in accordance with ASTM D-1929, 788 degrees F.
- m. Coefficient of Linear Thermal Expansion when tested in accordance with ASTM D-696: length 2.0×10^{-5} in/in/°F, width 3.4×10^{-5} in/in/°F.
- n. Fungus Resistance (Brown/White Rot Fungus) when tested in accordance with ASTM D-1413: No decay.

2.3 ACCESSORIES

- A. Fasteners:
 - a. Concealed Fasteners: CONCEALoc hidden fasteners
 - b. Screws: No. 8, 2-1/2-inch stainless steel or high quality coated composite deck screws.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Install according to manufactures instructions.
- B. Cut, drill, and rout using carbide tipped blades.
- C. Pre-drill holes located closer than 1 1/2 inches from ends of plank.
- D. Cut ends square.
- E. Do not use composite wood material for structural applications.

3.2 CLEANING

- A. Clean surfaces regularly with a composite wood/plastic cleaner such as Corte Clean (www.corteclean.com).
- B. Power wash with a fan tipped nozzle in the direction of the grain of the planks with a maximum of 1500 psi.

END OF SECTION

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SECTION 07 30 00

ROOFING UNDERLAYMENT

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section specifies a self-adhering sheet membrane used as underlayment for sloped roofs.
 - 1. Severe climate application
- B. Related Sections: Refer to the following specification sections for coordination:
 - 1. Section 06 10 00 - Rough Carpentry.
 - 2. Section 07 31 13 - Asphalt Shingles.
- C. Referenced Standards: Comply with the requirements of the following standards published by ASTM International to the extent referenced in this section.
 - 1. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers - Tension.
 - 2. ASTM D461 - Standard Test Methods for Felt.
 - 3. ASTM D 903 - Standard Test Method for Peel or Stripping Strength of Adhesive Bonds.
 - 4. ASTM D1970 - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection.
 - 5. ASTM D3767 - Standard Practice for Rubber—Measurement of Dimensions.
 - 6. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.
 - 7. ASTM G90 – EMMAqua test.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions.

1.3 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with requirements of authorities having jurisdiction and applicable codes at the location of the project.
- B. Manufacturer: Minimum 10 years' experience producing roofing underlayment.
- C. Installer: Minimum 2 years' experience with installation of similar underlayment.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials and products in unopened factory labeled packages. Protect from damage.
- B. Cover materials and store in dry condition between temperatures of 40 and 90 degrees F (5 and 32 degrees C). Use within one year of date of manufacture. Do not store at elevated temperatures as that will reduce the shelf life of the product.

PART 2 – PRODUCTS

2.1 MANUFACTURER

- A. Basis of Design Manufacturer: GCP Applied Technologies, Inc, 62 Whittemore Avenue, Cambridge, MA 02140, Toll Free 866-333-3726, www.gcpat.com.

2.2 MATERIALS

A. Self-Adhering Sheet Membrane Roof Underlayment: Provide Grace Ice and Water Shield by GCP Applied Technologies, Inc. with the following characteristics:

1. Material: Cold applied, self-adhering membrane composed of a high strength polyethylene film coated on one side with a layer of rubberized asphalt adhesive and interwound with a disposable release sheet. An embossed, slip resistant surface is provided on the polyethylene.
2. Color: Gray-black.
3. Membrane Thickness: 40 mil (1.02 mm) ASTM D3767 procedure A (Section 9.1).
4. Tensile Strength, Membrane: 250 psi (1720 kN/m²) ASTM D412 (Die C modified).
5. Elongation, Membrane: 250% ASTM D412 (Die C modified).
6. Low Temperature Flexibility: Unaffected @ -20°F (-29°C) ASTM D1970.
7. Adhesion to Plywood: 3.0 lbs/in. width (525 N/m) ASTM D903.
8. Permeance (Max): 0.05 Perms (2.9 ng/m²s Pa) ASTM E96.
9. Material Weight Installed (Max): 0.3 lb/ft² (1.3 kg/m²) ASTM D461.
10. Primer: Water-based Perm-A-Barrier WB Primer by GCP Applied Technologies, Inc.
11. Code and Standards Compliance: Grace Ice and Water Shield meets the following:
 - a. Underwriters Laboratories Inc. Class A fire classification under fiber-glass shingles and Class C under organic felt shingles (per ASTM E108/UL 790).
 - b. Underwriters Laboratories Inc. Classified Sheathing Material Fire Resistance Classification with Roof Designs: P225, P227, P230, P237, P259, P508, P510, P512, P514, P701, P711, P717, P722, P723, P732, P734, P736, P742, P803, P814, P818, P824
 - c. ICC ESR-1677 approval according to AC-48 Acceptance Criteria for Self-Adhered underlayments used as Ice Barriers.
 - d. Miami-Dade County Code Report NOA 12-1115.02.
 - e. Canadian Construction Materials Centre (CCMC) 13670-L
 - f. City of Los Angeles RR 25330
 - g. Florida State Approval Report No. FL289-R3

PART 3 – EXECUTION

3.1 EXAMINATION

A. Prior to start of installation, inspect existing conditions to ensure surfaces are suitable for installation of roofing underlayment. Verify flashing has been installed. Starting work indicates installers acceptance of existing conditions.

3.2 INSTALLATION

A. Installation: Install roofing underlayment on sloped surfaces at locations indicated on the Drawings, but not less than at hips, ridges, eaves, valleys, sidewalls and chimneys, and surfaces over interior space within 36 inches (914 mm) from the inside face of the exterior wall. Strictly comply with manufacturer's installation instructions including but not limited to the following:

1. Schedule installation such that underlayment is covered by roofing within the published exposure limit of the underlayment.
2. Do not install underlayment on wet or frozen substrates.
3. Install when surface temperature of substrate is a minimum of 40 degrees F (5 degrees C) and rising.
4. Remove dust, dirt, loose materials and protrusions from deck surface.
5. Install membrane on clean, dry, continuous structural deck. Fill voids and damaged or unsupported areas prior to installation.

6. Prime concrete and masonry surfaces using specified primer at a rate of 500-600 square feet per gallon (12-15 sqm/L). Priming is not required for other suitable clean and dry surfaces.
7. Install membrane such that all laps shed water. Work from the low point to the high point of the roof at all times. Apply the membrane in valleys before the membrane is applied to the eaves. Following placement along the eaves, continue application of the membrane up the roof. Membrane may be installed either vertically or horizontally after the first horizontal course.
8. Side laps minimum 3-1/2 inches (89 mm) and end laps minimum 6 inches (152 mm) following lap lines marked on underlayment.
9. Patch penetrations and damage using manufacturer's recommended methods.

3.3 CLEANING AND PROTECTION

- A. Protection: Protect from damage during construction operations and installation of roofing materials. Promptly repair any damaged or deteriorated surfaces.
- B. Repair minor damage to eliminate all evidence of repair. Remove and replace work which cannot be satisfactorily repaired in the opinion of the Architect.
- C. Provide temporary protection to ensure work being without damage or deterioration at time of final acceptance. Remove protective film and reclean as necessary immediately before final acceptance.

END OF SECTION

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SECTION 07 31 13

ASPHALT SHINGLES

PART 1 – GENERAL

1.1 WORK INCLUDED

- A. Granular surfaced asphalt shingle roofing.
- B. Moisture shedding underlayment, eave, valley, and ridge protection.
- C. Associated protective flashings and accessories.
- D. Ridge ventilator.

1.2 RELATED WORK

- A. Section 06 16 00 - Sheathing: Roof sheathing.
- B. Section 07 30 00 – Roofing Underlayment
- C. Section 07 62 00 - Sheet Metal Flashing and Trim: Edge and cap flashings.
- D. Section 07 71 23 - Gutters and Downspouts.

1.3 REFERENCES

- A. ASTM B209/B209M - Aluminum and Aluminum-Alloy Sheet and Plate.
- B. ASTM D224 - Smooth-Surfaced Asphalt Roll Roofing (Organic Felt).
- C. ASTM D225 - Asphalt Shingles Surfaced with Mineral Granules.
- D. ASTM D226 - Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- E. ASTM D228 - Testing Asphalt Roll Roofing, Cap Sheets and Shingles.
- F. ASTM D249 - Asphalt Roll Roofing (Organic Felt) Surfaced with Mineral Granules.
- E. ASTM D2178 - Asphalt Glass (Felt) Used in Roofing and Waterproofing.
- F. ASTM D2822 - Asphalt Roof Cement.
- G. ASTM D3018 - Class A Asphalt Shingles Surfaced with Mineral Granules.
- H. ASTM D3462 - Asphalt Shingles Made From Glass Felt and Surfaced With Mineral Granules.
- I. ASTM D4586 - Asphalt Roof Cement, Asbestos Free.
- J. NRCA - Steep Roofing Manual.
- K. UL 55B - Class C Asphalt Organic-Felt Sheet Roofing and Shingles.
- L. UL 580 - Tests for Wind Uplift Resistance of Roof Assemblies.
- M. UL 790 - Tests for Fire Resistance of Roof Covering Materials.

1.4 SUBMITTALS FOR REVIEW

- A. Section 01 33 00 - Submittals: Procedures for submittals.
- B. Product Data: Provide data indicating material characteristics, performance criteria, limitations.
- C. Samples: Submit two samples of each shingle color indicating color range and finish texture/pattern; for color selection.

1.5 SUBMITTALS FOR INFORMATION

- A. Section 01 33 00 - Submittals: Procedures for submittals.
- B. Manufacturer's Instructions: Indicate installation criteria and procedures.
- C. Manufacturer's Certificate: Certify that Products meet or exceed specified requirements.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Steep Roofing Manual.

1.7 REGULATORY REQUIREMENTS

- A. Conform to applicable code for UL 55B Class C rating, ASTM D3462 Class A, UL 790 fire resistance and UL 580 wind uplift for shingle types specified.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. Section 01 60 00 - Material and Equipment: Environmental conditions affecting products on site.

- B. Do not install eave edge protection and shingles when ambient air or wind chill temperatures are below 45 degrees F.

PART 2 – PRODUCTS

2.1 ACCEPTABLE ASPHALT SHINGLES MANUFACTURERS

- A. Certainteed
- B. Elk.
- C. Tamko.
- D. Substitutions: Under provisions of Section 01 60 00.

2.2 ROOFING MATERIALS

- A. Asphalt Shingles: ASTM D3462, Glass fiber mat base, 2-ply mineral granule surfaced type; 300 lb/square; self-sealing type; square type tab; 30 year warranty, color selected by Architect.

- B. Underlayment: Cellulose fiber building paper, water repellent breather type. ANSI/ASTM D226; No. 15 (73 kg/sq m) un-perforated asphalt felt.

- C. Eave & Valley (Ice & Water Shield) Protection: Sheet barrier of rubberized asphalt bonded to sheet polyethylene, 40 mil total thickness, with strippable treated release paper; as manufactured by GCP Applied Technologies, Inc.

- D. Nails: Aluminum or hot-dip galvanized 11 or 12 gauge sharp pointed conventional roofing nails with barbed shanks, minimum 3/8" diameter head and of sufficient length to penetrate minimum 3/4" into solid decking or to penetrate through plywood sheathing. Provide minimum 6 nails per shingle.

- E. Plastic Cement: ANSI/ASTM D2822; asphaltic type with mineral fiber components.

- F. Lap Cement: Fibrated cutback asphaltic type, as recommended for use as an adhesive in the cold application of asphalt roofing or underlayment; free of toxic solvents.

- G. Ridge Vents: Fibrous plastic mat that does not permit direct water or weather entry; 'Cobra' style as manufactured by GAF.

2.3 FLASHING MATERIALS

- A. Aluminum Sheet: ASTM B209, .032 inch thick; mill finish, shop pre-coated with baked on

enamel coating of color to be selected

- B. Bituminous Paint: Acid and alkali resistant type; black color.
- C. Nails: Standard round wire roofing type of hot-dipped zinc-coated steel; minimum 19/64 inch (8 mm) head diameter and 0.104 inch (3 mm) shank diameter; of sufficient length to penetrate 1/2 inch into roof sheathing.

2.4 FLASHING FABRICATION

- A. Form flashings to profiles indicated on Drawings, and to protect roof assembly and shed water. Form sections square, true, and accurate to profile, in maximum possible lengths, free from distortion and other defects detrimental to appearance or performance.
- B. Hem exposed edges of flashings minimum 1/4 inch on underside.
- C. Apply bituminous paint on concealed surfaces of flashings.

PART 3 – EXECUTION

3.1 INSTALLATION - GENERAL

- A. Install in accordance with manufacturer's instructions. At roof slopes lower than 4:12, install per manufacturer's low-slope applications.

3.2 EXAMINATION

- A. Section 01 31 50 - Coordination and Meetings: Verification of existing conditions prior to beginning work.
- B. Verify that roof penetrations and plumbing stacks are in place and flashed to deck surface.
- C. Verify roof openings are correctly framed.
- D. Verify deck surfaces are dry, free of ridges, warps, or voids.

3.3 PREPARATION

- A. Broom clean deck surfaces under eave protection and underlayment.

3.4 INSTALLATION – EAVE AND VALLEY (ICE DAM) PROTECTION

- A. Place eave edge and gable edge metal flashings tight with fascia boards. Weather lap joints 2 inches and seal with plastic cement. Secure flange with nails spaced 6 inches o.c.
- B. Apply rubberized asphalt/polyethylene sheet eave protection in accordance with manufacturer's instructions.
- C. Apply lap cement at rate of approximately 1¼ gal/100 sq ft over underlayment starter strip.
- D. Extend eave protection membrane minimum 2 ft up-slope beyond interior face of exterior wall.

3.5 INSTALLATION - PROTECTIVE UNDERLAYMENT

- A. Place one ply of underlayment over area not protected by eave protection, with ends and

edges weather lapped minimum 6 inches. Stagger end laps of each consecutive layer. Nail in place.

- B. Install protective underlayment perpendicular to slope of roof and weather lap minimum 4 inches over eave protection.
- C. Weather lap and seal watertight with plastic cement items projecting through or mounted on roof.

3.6 INSTALLATION - METAL FLASHING AND ACCESSORIES

- A. Weather lap joints minimum 2 inches and seal weather tight with plastic cement.
- B. Secure in place with nails at 8 inches oc. Conceal fastenings.
- C. Flash and seal work weather tight, projecting through or mounted on roofing with plastic cement.

3.7 INSTALLATION - ASPHALT SHINGLES

- A. Install shingles in accordance with manufacturer's instructions.
- B. Place shingles in straight coursing pattern with 5 inch weather exposure to produce double thickness over full roof area.
- C. Project first course of shingles 3/4 inch beyond fascia boards.
- D. Extend shingles 1/2 inch beyond face of gable edge fascia boards.
- E. Extend shingles on both slopes across valley in a weave pattern and fasten. Extend shingles a minimum of 12 inches beyond valley center line to achieve woven valley, concealing the valley protection.
- F. Cap hips and ridges with ridge vent covered with individual shingles, maintaining 5 inch weather exposure. Place to avoid exposed nails.
- G. Coordinate installation of roof mounted components or work projecting through roof with weather tight placement of counter flashings.
- H. Complete installation to provide weather tight service.

3.8 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Assurance: Field inspection.

3.9 PROTECTION OF FINISHED WORK

- A. Section 01 77 00 - Contract Closeout: Protecting installed work.
- B. Do not permit traffic over finished roof surface.

END OF SECTION

SECTION 07 62 00

SHEET METAL FLASHING AND TRIM

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Coping, parapet, flashings, gravel stop, drip edge,
- B. Fascias Systems and Galvanized water dams.
- C. Counterflashings over base flashings.
- D. Counterflashings for roof hatches and skylights.
- E. Counterflashings at roof mounted equipment and vent stacks.

1.2 RELATED SECTIONS

- A. Section 06 10 00 - Wood Blocking and Curbing: Wood blocking for metal roofing substrate profiles.
- B. Section 07 31 13 – Asphalt Shingles
- C. Section 07 71 23 - Gutters and Downspouts.
- D. Section 07 92 00 - Joint Sealers.
- E. Section 09 91 00 - Painting: Prime and finish painting.

1.3 REFERENCES

- A. AISI (American Iron and Steel Institute) - Stainless Steel - Uses in Architecture.
- B. ASTM A 167 - Stainless and Heat-Resisting Chromium-Nickel Steel Plate.
- C. ASTM A525 - Steel Sheet, Zinc Coated, (Galvanized) by the Hot-Dip Process.
- D. ASTM B32 - Solder Metal.
- E. ASTM B209 - Aluminum and Alloy Sheet and Plate.
- F. ASTM B370 - Copper Sheet and Strip for Building Construction.
- G. ASTM B486 - Paste Solder.
- H. ASTM D226 - Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- I. ASTM D4586 - Asphalt Roof Cement, Asbestos-Free.
- J. CDA (Copper Development Association) - Contemporary Copper, A Handbook of Sheet Copper Fundamentals, Design, Details and Specifications.
- K. CDA - Copper Roofing - A Practical Handbook.
- L. FS O-F-506 - Flux, Soldering, Paste and Liquid.
- M. NRCA (National Roofing Contractors Association) - Roofing Manual.
- N. SMACNA - Architectural Sheet Metal Manual.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 33 00.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
- C. Samples: Submit two samples, 12 x 12 inch in size illustrating typical standing seam, seam, external corner, internal corner, junction to vertical dissimilar surface, material and finish.
- D. Submit two samples 12 x 12 inch in size illustrating metal finish color.

1.5 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA standard details and requirements.
- B. Maintain one copy of each document on site.

1.6 QUALIFICATIONS

- A. Fabricator and Installer: Company specializing in sheet metal flashing work with 5 years documented experience.

1.7 PRE-INSTALLATION CONFERENCE

- A. Convene one week prior to commencing work of this section, under provisions of Section 01 31 00.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Section 01 60 00.
- B. Stack preformed and prefinished material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- C. Prevent contact with materials, which may cause discoloration or staining.

1.9 COORDINATION

- A. Coordinate work under provisions of Section 01 31 00.
- B. Coordinate with the work of Section 07 65 26 for installing flashing reglets.

PART 2 – PRODUCTS

2.1 SHEET MATERIALS

- A. Copper: ASTM B370, cold rolled 20 oz/sq ft thick; natural finish.
- B. Aluminum Sheet: ASTM B209, .032 inch thick; mill finish, shop pre-coated with baked on enamel coating of color to be selected.
- C. Pre-Coated Galvanized Steel: ASTM A446, Grade A, G90 zinc coating; 24 gage core steel, shop pre-coated with modified silicone coating of color to be selected.
- D. Lead Coated Copper: ASTM B101 Type 1, Class A, soft temper, 20 oz/sq ft.

2.2 ACCESSORIES

- A. Fasteners: Same material and finish as flashing metal, with soft neoprene washers.
- B. Underlayment: ASTM D226 No. 15 asphalt saturated roofing felt.
- C. Ice & Watershield: Specified in Section 07 30 00.
- D. Slip Sheet: Rosin sized building paper.
- E. Primer: Zinc chromate type.

- F. Protective Backing Paint: Zinc chromate alkyd.
- G. Sealant: Specified in Section 07 92 00.
- H. Bedding Compound: Rubber-asphalt.
- I. Plastic Cement: ASTM D4586, Type I.
- J. Reglets: Surface mounted and Recessed type, galvanized steel.
- K. Insulating tape: 1/8 inch thick bituminous self adhesive for use between dissimilar metals.

2.3 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Fabricate cleats of type sheet metal, same material as sheet, minimum 2 inches wide, interlockable with sheet.
- C. Form pieces in longest possible lengths.
- D. Hem exposed edges on underside 1/2-inch miter and seam corners.
- E. Form material with standing seams.
- F. Pre-tin edges of copper sheet. Solder shop formed metal joints. After soldering, remove flux. Wipe and wash solder joints clean. Weather seal joints.
- G. Fabricate corners from one piece with minimum 18 inch long legs; seam for rigidity, seal with sealant.
- H. Fabricate vertical faces with bottom edge formed outward 1/4 inch (6 mm) and hemmed to form drip.
- I. Fabricate flashings to allow toe to extend 2 inches over roofing. Return and brake edges.

2.4 FINISH

- A. Prepare copper surfaces in accordance with Section 09 91 00.
- B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.2 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.

- B. Install surface mounted reglets true to lines and levels. Seal top of reglets with sealant.

3.3 INSTALLATION

- A. Conform to drawing details on the drawings and in the SMACNA manual.
- B. Insert flashings into reglets to form tight fit. Secure in place with wedges. Pack remaining spaces with lead wool. Seal flashings into reglets with sealant.
- C. Secure flashings in place using concealed fasteners. Use exposed fasteners only where permitted.
- D. Apply plastic cement compound between metal flashings and felt flashings.
- E. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- F. Seal metal joints watertight.
- G. Solder metal joints for full metal surface contact. After soldering, wash metal clean with neutralizing solution and rinse with water.
- H. Provide insulating tape where necessary to prevent contact of dissimilar metals.

3.4 FIELD QUALITY CONTROL

- A. Field inspection will be performed under provisions of Section 01 40 00.
- B. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.

3.5 SCHEDULE

- A. Brake metal fascia and trim: Pre-coated Aluminum. Color: To be selected. Profiles as shown on the Drawings.
- B. Flashing in contact with masonry: Copper.
- C. Parapet coping flashing - Copper. Color: To be selected. Profiles as shown on the Drawings.

END OF SECTION

SECTION 07 71 23

GUTTERS AND DOWNSPOUTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Pre-coated Aluminum gutters and downspouts.
- B. Down Spout Nozzles

1.2 RELATED SECTIONS

- A. Section 07 31 13 – Asphalt Shingles
- B. Section 07 62 00 - Sheet Metal Flashing and Trim.
- C. Section 09 90 00 - Painting: Field painting of metal surfaces.

1.3 REFERENCES

- A. ASTM B209 - Aluminum and Aluminum Alloy Sheet and Plate.
- B. FS TT-C-494 - Coating Compound, Bituminous, Solvent Type, Acid Resistant.
- C. SMACNA - Architectural Sheet Metal Manual.

1.4 SUBMITTALS

- A. Submit manufacturer's installation instructions under provisions of Section 01 33 00.
- B. Submit shop drawings & Product data under provisions of Section 01 33 00.
- C. Indicate on shop drawings, general construction, configurations, jointing methods and locations, fastening methods, locations and installation details.
- D. Provide product data on prefabricated components.
- E. Submit Samples under the provisions of Section 01 33 00.
- F. Submit three samples 12 inches in length illustrating component design, finish, color and configuration.

1.5 QUALITY ASSURANCE

- A. Conform to SMACNA Manual Drawings for nominal sizing of components for rainfall intensity determined by a storm occurrence of 1 in 5 years.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site under provisions of Section 01 60 00.
- B. Store and protect products under provisions of Section 01 60 00.
- C. Stack preformed and prefinished material to prevent twisting, bending, or abrasion, and to aid ventilation. Slope to drain.
- D. Prevent contact with materials during storage, which may cause discoloration, staining, or damage.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Architectural Metals; 8188 S. State Road, M-66, Portland, MI 48875; Tel: 616.374.0161; Fax: 616.374.0785; web: www.archmetalsinc.com
- B. Englert Inc.; 1200 Amboy Avenue, Perth Amboy, NJ 08861; Tel: 800.364.5378; Fax: 888.389.0520; Web: www.englertinc.com
- C. Berger Building Products; 805 Pennsylvania Boulevard, Feasterville, PA 19053; Tel: 215.355.1200; Fax: 215.355.7738; www.bergerbp.com
- D. Alcoa Building Products (Aluminum Coil Stock), 201 Isabella Street, Pittsburgh, PA 15212-5858; Tel: 412.553.4545; Fax: 412.553.4498
- E. Rutland Gutter Supply llc (Copper Gutters & Accessories), 10895 Rocket Boulevard, Orlando, FL 32824; Tel: 407.859.1119; Fax: 407.859.1123; www.rutlandguttersupply.com
- F. Jay R. Smith Mfg. Co., 2781 Gunter Park DR E, Montgomery, AL 36109; Tel: 334.277.8520; www.jrsmith.com
- G. Substitutions: Under provisions of Section 01 60 00.

2.2 MATERIALS

- A. Aluminum Sheet: ASTM B209, 3003 Aluminum alloys, 0.032-inch-thick; shop precoated with 3 coats of paint coating, color as selected by architect.
- B. Copper Sheet: ASTM B 370, minimum temper H00 (cold rolled) except where temper 060 is required for forming:
 - a. Hung Gutters and Downspouts: 16 oz. per sq. ft

2.3 COMPONENTS

- A. Gutters: To Match Existing
- B. Downspouts: To Match Existing
- C. Downspout outlet/ nozzle: To Match Existing

2.4 ACCESSORIES

- A. Elbow: To Match Existing
- B. Gooseneck Pipe: Profiled to match downspout
- C. Anchorage Devices: Type recommended by fabricator.
- D. Gutter Supports: Brackets/ hanger to match Gutter material & finish
- E. Downspout Supports: Pipe Straps to match Downspout material & finish
- F. Mitres & End Caps: Profiled to suit gutter & downspout

- G. Rain Diverters: 7 ½" x 2 5/8" x 5' with ¼" hemmed edges & overall thickness of 0.019 inches
- H. Joint Fasteners: Profiled to suit gutter & downspout
- I. Downspout Strainers: Profiled to suit downspout
- J. Gutter Screens: Profiled to suit gutter
- K. Downspout Header/ Collector Head: To Match Existing

2.5 FABRICATION

- A. Form gutters and downspouts of profiles and sizes to match existing.
- B. Form conductor head to profile and sizes to match existing.
- C. Field measure site conditions prior to fabricating work.
- D. Fabricate with required connection pieces.
- E. Form sections square, true, and accurate in size, in maximum possible lengths and free of distortion or defects detrimental to appearance or performance.
- F. Hem exposed edges of metal.

2.6 FINISHES

- A. Backpaint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil.
- B. Baked Enamel Finish: AA-C12C42R1x (cleaned with inhibited chemicals, conversion coated with an acid-chromate-flourise-phosphase treatment, and painted with organic coating specified below). Apply baked enamel finish in strict compliance with paint manufacturer's specification for cleaning, conversion coating and paint.
 - 1. Organic Coating: Manufacturer's standard thermosetting acrylic enamel, minimum 0.8 mil dry film thickness.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces are ready to receive work & conditions are as indicated on shop drawings.
- B. Beginning of installation means acceptance of existing conditions.

3.2 INSTALLATION

- A. Install conductor heads, gutters, downspouts, and accessories in accordance with manufacturer's instructions.
- B. Join lengths with formed seams sealed watertight. Flash & seal gutters to downspouts &

accessories.

- C. Apply backing paint to metal back surfaces.
- D. Apply bituminous protective backing on surfaces in contact with dissimilar materials.
- E. Slope gutters 1/16 inch per foot minimum.
- F. Seal metal joints watertight.
- G. Connect downspouts to storm sewer system. Seal connection watertight.

END OF SECTION

SECTION 07 92 00

JOINT SEALERS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Preparing sealant substrate surfaces.
- B. Sealant and backing

1.2 RELATED SECTIONS

- A. Section 03 30 00 - Concrete: Sealants used in conjunction with concrete.
- B. Section 07 31 13 – Asphalt Shingles: Sealants used in conjunction with roofing.
- C. Section 07 60 00 – Sheet Metal Flashing & Trim: Sealants used in conjunction with metal flashings.

1.3 REFERENCES

- A. ANSI/ASTM D1056 - Flexible Cellular Materials - Sponge or Expanded Rubber.
- B. ANSI/ASTM D1565 - Flexible Cellular Materials - Vinyl Chloride Polymers and Copolymers (Open-Cell Foam).
- C. ASTM C790 - Use of Latex Sealing Compounds.
- D. ASTM C804 - Use of Solvent-Release Type Sealants.
- E. ASTM C834 - Latex Sealing Compounds.
- F. FS TT-C-00598 - Caulking Compound, Oil and Resin Base Type.
- G. FS TT-S-001657 - Sealing Compound, Single Component, Butyl Rubber Based, solvent Release Type.
- H. FS TT-S-00227 - Sealing Compound: Elastomeric Type, Multi-Component.
- I. FS TT-S-00230 - Sealing Compound: Elastomeric Type, Single Component.
- J. FS TT-S-001543 - Sealing Compound, Silicone Rubber Base.
- K. SWI (Sealing and Waterproofers Institute) - Sealant and Caulking Guide Specification.

1.4 SUBMITTALS

- A. Submit product data under provisions of Section 01 33 00.
- B. Submit product data indicating sealant chemical characteristics, performance criteria, limitations and color availability.
- C. Submit samples under provisions of Section 01 33 00.
- D. Submit two samples 1/4 x 4 inches in size illustrating colors selected.
- E. Submit manufacturer's installation instructions under provisions of Section 01 33 00.
- F. Submit manufacturer's certificate under provisions of Section 01 40 00 that products meet or exceed specified requirements.

1.5 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in manufacturing the products specified in this Section with minimum three years documented experience.

- B. Applicator: Company specializing in applying the work of this Section with minimum three years documented experience, approved by sealant manufacturer.
- C. Conform to Sealant and Waterproofers Institute requirements for materials and installation.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Do not install solvent curing sealants in enclosed building spaces.
- B. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.7 SEQUENCING AND SCHEDULING

- A. Coordinate work under provisions of Section 01 31 00.
- B. Coordinate the work of this Section with all Sections referencing this Section.

1.8 WARRANTY

- A. Provide five-year warranty under provisions of Section 01 77 00.
- B. Warranty: Include coverage of installed sealants and accessories which fail to achieve air tight and watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 – PRODUCTS

2.1 SEALANTS

- A. Acrylic Emulsion Latex: ASTM C834-76, single component; as selected; AC-20 manufactured by Pecora.
- B. Butyl Sealant: FS TT-S-001657, black color; BC-158 manufactured by Pecora.
- C. Polysulphide Sealant: FS TT-S-230C, Type II - non-sag, Class A; as selected; Synthacalk GC-9 manufactured by Pecora.
- D. Polyurethane Sealant: FS TT-S-230C, Type I - self-levelling, Class A; as selected; manufactured by Pecora.
- E. Silicone Sealant: FS TT-S-01543B, Class A, low modulus type; as selected; #864 manufactured by Pecora.
- F. Acoustical, Fire-rated Sealant: USG Sheetrock Brand Acoustical Sealant by USG

2.2 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: ANSI/ASTM D1056 and D1565; Denverfoam or Greenrod oversized 30 to 50 percent larger than joint width; as recommended by Pecora.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit

application.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces are ready to receive work and field measurements are as shown on Drawings and recommended by the manufacturer.
- B. Beginning of installation means installer accepts existing surfaces.

3.2 PREPARATION

- A. Clean and prime joints in accordance with manufacturer's instructions.
- B. Remove loose materials and foreign matter, which might impair adhesion of sealant.
- C. Verify that joint backing and release tapes are compatible with sealant.
- D. Perform preparation in accordance with ASTM C804 for solvent release and C790 for latex base sealants.
- E. Protect elements surrounding the work of this Section from damage or disfiguration.

3.3 INSTALLATION

- A. Install sealant in accordance with manufacturer's instructions.
- B. Measure joint dimensions and size materials to achieve required width/depth ratios.
- C. Install joint backing to achieve a neck dimension no greater than 1/3 the joint width.
- D. Install bond breaker where joint backing is not used.
- E. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- G. Tool joints channel shaped.

3.4 CLEANING AND REPAIRING

- A. Clean work under provisions of Section 01 77 00.
- B. Clean adjacent soiled surfaces.
- C. Repair or replace defaced or disfigured finishes caused by work of this Section.

3.5 PROTECTION OF FINISHED WORK

- A. Protect finished installation under provisions of Section 01 50 00.
- B. Protect sealants until cured.

3.6 SCHEDULE

<u>Location</u>		<u>Type</u>	<u>Color</u>
A.	Concrete Sidewalks	D.	Limestone
D.	Dampproofing	C.	Black
E.	Vapor & air barriers	A.	White or clear
F.	Roofing	B.	Black
G.	Flashing & sheet metal	B.	Clear

END OF SECTION

**SECTION 09 91 00
PAINTING**

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Interior and exterior painting, including surface preparation.

1.2 RELATED SECTIONS

- A. Section 03 30 00 - Cast-in-Place Concrete.
- B. Section 05 52 00 - Metal Railings
- C. Section 06 10 00 - Rough Carpentry
- D. Section 06 15 00 - Wood Decking

1.3 REFERENCES

- A. Green Seal Standard GS-11; May 20, 1993.
- B. US Green Building Council, (USGBC) - Green Seal standards for LEED paint credits.
- C. Occupational Safety and Health Act (OSHA) - Safety Standards.
- D. American National Standards Institute (ANSI) - Performance Standards.
- E. Paint Decorating Contractors of America (PDCA) - Application Standard.
- F. National Paint and Coatings Association (NPCA) - Gloss Standard.
- G. American Society for Testing Materials (ASTM) - Testing Methods.
- H. Master Paint Institute (MPI #) - Established paint categories and standards.
- I. Ozone Transmission Commission (OTC) - Established levels of Volatile Organic Compounds.
- J. SCAQMD 1168 - South Coast Air Quality Management District Rule #1168; October 3, 2003.
- K. SSPC (PM1) - Steel Structures Painting Manual, Vol. 1, Good Painting Practice; Society for Protective Coatings; 1993, Third Edition.
- L. SSPC (PM2) - Steel Structures Painting Manual, Vol. 2, Systems and Specifications; Society for Protective Coatings; 1995, Seventh Edition.
- M. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.

1.4 DEFINITIONS

- A. Commercial as used in this Section refers to a product well suited for a commercial application.
- B. DFT as used in this Section refers to the Dry Film Thickness of the coating.
- C. Enamel refers to any acrylic or alkyd (oil) base paint which dries leaving an eggshell, pearl, satin, semi-gloss or high gloss enamel finish.
- D. DTM as used in this Section refers to paint that is applied Direct To Metal.
- E. OTC as used in this Section refers to the Ozone Transmission Commission. OTC has established the following VOC levels for the Northeastern United States. Products shall meet the following OTC limits for VOC's.
 - 1. Interior flat paints: 50 grams per liter or less, per gallon.
 - 2. Interior enamels: 150 grams per liter or less, per gallon.
 - 3. Interior stains: 250 grams per liter or less, per gallon.
 - 4. Interior primers: 200 grams per liter or less, per gallon.

5. Rust preventive coatings: 400 grams per liter or less, per gallon.
 6. Dry fog coatings: 400 grams per liter or less, per gallon.
 7. Floor coatings: 250 grams per liter or less, per gallon.
- F. Premium as used in this Section refers to the best quality product "top of the line".
- G. VOC as used in this Section refers to Volatile Organic Compounds found in primers, paints, sealers and stains. The level of VOCs appears after each product listed in the Schedule in grams per liter (g/L).
- H. Paints are available in a wide range of sheens or glosses, as measured by a gloss meter from a 60 and/or 85 degree angle from vertical, as a percentage of the amount of light that is reflected. The following terms are used to describe the gloss of our products. The list below is provided for general guidance; refer to the technical data sheet for the actual gloss/sheen level for each product.
1. Flat - Less than 5 Percent.
 2. Eggshell - 5 - 20 Percent.
 3. Satin - 20 - 35 Percent.
 4. Semi-Gloss - 30 - 65 Percent.
 5. Gloss - Over 65 Percent.

1.5 SUBMITTALS

- A. Submit under provisions of Section 01 33 00 – Submittals
- B. Product Data: Provide a complete list of all products to be used, with the following information for each:
1. Manufacturer's name, product name and/or catalog number, and general product category.
 2. Cross-reference to specified paint system(s) that the product is to be used in; include description of each system.
- C. Samples: Submit three paper samples, 5 inches by 7 inches (127mm x 178mm) in size, illustrating selected colors for each color and system selected with specified coats cascaded.
- D. Manufacturer's Instructions: Indicate special surface preparation procedures.
- E. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: All primary products specified in this section will be supplied by a single manufacturer with a minimum of ten years experience.
- B. Installer Qualifications: All products listed in this section are to be applied by a Painting Contractor with a minimum of five years demonstrated experience in surface preparation and field application of the same type and scope as specified.
- C. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
1. Mock-up areas designated by Architect.
 2. Do not proceed with remaining work until workmanship, color, and sheen are

approved by Architect.

3. Approved mock-up areas will serve as the standard for remaining Work.
4. Refinish mock-up area as required to produce acceptable Work.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.
- C. Disposal:
 1. Never pour leftover coating down any sink or drain. Use up material on the job or seal can and store safely for future use.
 2. Do not incinerate closed containers.
 3. For specific disposal or recycle guidelines, contact the local waste management agency or district. Recycle whenever possible.

1.8 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.9 WARRANTY

- A. Inspection of all surfaces to be coated must be done by the manufacturer's representative to insure proper preparation prior to application. All thinners, fillers, primers and finish coatings shall be from the same manufacturer to support a product warranty. Products other than those submitted shall be accompanied by a letter stating its fitness for use and compatibility.
- B. At project closeout, provide to the Owner or owner's representative an executed copy of the Manufacturer's standard form outlining the terms and conditions of and any exclusions to their Limited Warranty against Manufacturing Defect.

1.10 EXTRA MATERIALS

- A. At project closeout, supply the Owner or owner's representative one gallon of each product for touch-up purposes. Cans shall be clearly marked with color name, number and type of paint.
- B. At project closeout, provide the color mixture name and code to the Owner or owner's representative for accurate future color matching.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Benjamin Moore & Co., which is located at: 101 Paragon Dr; Montvale, NJ 07645; Toll Free Tel: 855-724-6802 ; Email:[request info \(info@benjaminmoore.com\)](mailto:request%20info%20%28info%28benjaminmoore.com%29%29); Web:www.benjaminmoore.com/en-us/for-architects-and-designers|www.benjaminmoore.ca
- B. United States Gypsum Company, which is located at: 550 West Adams Street, Chicago IL 60661; Toll Free Tel: 800.874.4968; Web: www.usg.com

- C. Substitutions:
 - 1. Sherwin Williams, which is located at: 101 Prospect Ave, Cleveland, OH 44115; Toll Free Tel: 800.474.3794; Web: www.sherwin-williams.com
 - 2. Pittsburgh Paints Industries, Inc., which is located at: One PPG Place, Pittsburgh, PA 15272; Toll Free Tel: 800.441.9695 ; Web: www.ppgpittsburghpaints.com
- D. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

2.2 MATERIALS - GENERAL

- A. Volatile Organic Compound (VOC) Content:
 - 1. Provide coatings that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D-National Volatile Organic Compound Emission Standards for Architectural Coatings.
 - b. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- B. Compatibility: Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

2.3 MIXING AND TINTING

- A. Except where specifically noted in this section, all paint shall be ready-mixed and pre-tinted. Agitate all paint prior to and during application to ensure uniform color, gloss, and consistency.
- B. Thinner addition shall not exceed manufacturer's printed recommendations. Do not use kerosene or other organic solvents to thin water-based paints.
- C. Where paint is to be sprayed, thin according to manufacturer's current guidelines.

2.4 EXTERIOR PAINT SYSTEMS

- A. CONCRETE (Cementitious Siding, Flexboard, Transite Board, Shingles (Non-Roof), Common Brick, Stucco, Tilt-up, Precast, and Poured-in-place Cement).
 - 1. Latex Systems:
 - a. Gloss Finish:
 - 1) 1st Coat: Benjamin Moore Super Spec Interior/Exterior Acrylic High Build Masonry Primer N068 (97g/L), MPI # 3, LEED 2009.
 - 2) 2nd Coat: Benjamin Moore Ben Waterborne Exterior Soft-Gloss 543 (45 g/L), MPI # 11.
 - 3) 3rd Coat: Benjamin Moore Ben Waterborne Exterior Soft-Gloss 543 (45 g/L), MPI # 11.
 - b. Semi-Gloss Finish:
 - 1) 1st Coat: Benjamin Moore Super Spec Interior/Exterior Acrylic High Build Masonry Primer N068 (97g/L), MPI # 3, LEED 2009.
 - 2) 2nd Coat: Benjamin Moore Regal Select Exterior High-Build Soft-Gloss

- MPI # 11.
 - 2) 2nd Coat: Benjamin Moore Ultra Spec EXT Gloss Finish N449 (46 g/L)
MPI # 11.
 - b. Gloss Finish- Early Moisture Resistant Finish
 - 1) 1st Coat: Benjamin Moore Ultra Spec D.T.M. Acrylic Gloss Enamel HP28 (45 g/L), MPI # 114, X-Green 114, LEED 2009, LEED V4.
 - 2) 2nd Coat: Benjamin Moore Ultra Spec D.T.M. Acrylic Gloss Enamel HP28 (45 g/L), MPI # 114, X-Green 114, 154, LEED 2009, LEED V4.
 - c. Semi-Gloss Finish:
 - 1) 1st Coat: Benjamin Moore Ultra Spec HP Acrylic DTM Semi-Gloss Enamel HP29 (45 g/L), MPI # 141, LEED 2009.
 - 2) 2nd Coat: Benjamin Moore Ultra Spec HP Acrylic DTM Semi-Gloss Enamel HP29 (45 g/L), MPI # 141, LEED 2009.
- E. METAL: Misc. Iron, Ornamental Iron, Structural Iron and Steel, Ferrous Metal.
- 1. Latex Systems:
 - a. Gloss Finish
 - 1) 1st Coat: Corotech Acrylic Metal Primer V110 (199 g/L), LEED Credit.
 - 2) 2nd Coat: Benjamin Moore Ultra Spec EXT Gloss Finish N449 (46 g/L)
MPI # 11.
 - 3) 3rd Coat: Benjamin Moore Ultra Spec EXT Gloss Finish N449 (46 g/L)
MPI # 11.
 - b. Semi-Gloss Finish
 - 1) 1st Coat: Corotech Acrylic Metal Primer V110 (199 g/L), LEED Credit.
 - 2) 2nd Coat: Benjamin Moore Ultra Spec HP D.T.M. Acrylic Semi-Gloss Enamel, HP29 (45 g/L), MPI # 141, LEED 2009, LEED V4.
 - 3) 3rd Coat: Benjamin Moore Ultra Spec HP D.T.M. Acrylic Semi-Gloss Enamel, HP29 (45 g/L), MPI # 141, LEED 2009, LEED V4.
- F. ARCHITECTURAL PVC, PLASTIC, FIBERGLASS
- 1. Latex Systems:
 - a. Gloss Finish:
 - 1) 1st Coat: Insl-X Stix Waterborne Bonding Primer SXA-110 (47 g/L).
 - 2) 2nd Coat: Benjamin Moore Ultra Spec EXT Gloss Finish N449 (46 g/L)
MPI # 11.
 - 3) 3rd Coat: Benjamin Moore Ultra Spec EXT Gloss Finish N449 (46 g/L)
MPI # 11.
 - b. Semi-Gloss:
 - 1) 1st Coat: Insl-X Stix Waterborne Bonding Primer SXA-110 (47 g/L).
 - 2) 2nd Coat: Benjamin Moore Ben Waterborne Exterior Soft-Gloss 543 (45 g/L), MPI # 11.
 - 3) 3rd Coat: Benjamin Moore Ben Waterborne Exterior Soft-Gloss 543 (45 g/L), MPI # 11.
- G. DRYWALL: Gypsum Board, Exterior Drywall.
- 1. Latex Systems:
 - a. Gloss Finish:
 - 1) 1st Coat: Benjamin Moore Fresh Start High-Hiding All Purpose Primer 046 (44 g/L), MPI # 6, LEED Credit, CHPS Certified.
 - 2) 2nd Coat: Benjamin Moore Ben Waterborne Exterior Soft-Gloss 543 (45 g/L), MPI # 11.

- 3) 3rd Coat: Benjamin Moore Ben Waterborne Exterior Soft-Gloss 543 (45 g/L), MPI # 11.
- b. Gloss Finish - Early Moisture Resistant Finish:
 - 1) 1st Coat: Benjamin Moore Fresh Start High-Hiding All Purpose Primer 046 (44 g/L), MPI # 6, LEED Credit, CHPS Certified.
 - 2) 2nd Coat: Benjamin Moore Regal Select Exterior High-Build Soft-Gloss N403 (43 g/L), MPI # 11, 311.
 - 3) 3rd Coat: Benjamin Moore Regal Select Exterior High-Build Soft-Gloss N403 (43 g/L), MPI # 11, 311.
- c. Semi-Gloss Finish:
 - 1) 1st Coat: Benjamin Moore Fresh Start High-Hiding All Purpose Primer 046 (44 g/L), MPI # 6, LEED Credit, CHPS Certified.
 - 2) 2nd Coat: Benjamin Moore Ultra Spec HP D.T.M. Acrylic Semi-Gloss Enamel, HP29 (45 g/L), MPI # 141, LEED 2009, LEED V4.
 - 3) 3rd Coat: Benjamin Moore Ultra Spec HP D.T.M. Acrylic Semi-Gloss Enamel, HP29 (45 g/L), MPI # 141, LEED 2009, LEED V4.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. The Contractor shall review the product manufacturer's special instructions for surface preparation, application, temperature, re-coat times, and product limitations.
- B. The Contractor shall review product health and safety precautions listed by the manufacturer.
- C. The Contractor shall be responsible for enforcing on site health and safety requirements associated with the Work.
- D. Do not begin installation until substrates have been properly prepared.
- E. Ensure that surfaces to receive paint are dry immediately prior to application.
- F. Ensure that moisture-retaining substrates to receive paint have moisture content within tolerances allowed by coating manufacturer. Where exceeding the following values, promptly notify Architect and obtain direction before beginning work.
 1. Concrete and Masonry: 3-5 percent. Allow new concrete to cure a minimum of 28 days.
 2. Exterior Wood: 17 percent.
 3. Interior Wood: 15 percent.
 4. Interior Finish Detail Woodwork, Including Trim, and Casework: 10 percent.
 5. Plaster and Gypsum: 15 percent.
 6. Concrete Slab-On-Grade: Perform calcium chloride test over 24 hour period or other acceptable test to manufacturer. Verify acceptable moisture transmission and pH levels.
- G. Examine surfaces to receive coatings for surface imperfections and contaminants that could impair performance or appearance of coatings, including but not limited to, loose primer, rust, scale, oil, grease, mildew, algae, or fungus, stains or marks, cracks, indentations, or abrasions.

- H. Correct conditions that could impair performance or appearance of coatings in accordance with specified surface preparation procedures before proceeding with coating application.

3.2 PREPARATION - GENERAL

- A. Clean surfaces thoroughly prior to coating application.
- B. Do not start work until surfaces to be finished are in proper condition to produce finished surfaces of uniform, satisfactory appearance.
- C. Stains and Marks: Remove completely, if possible, using materials and methods recommended by coating manufacturer; cover stains and marks which cannot be completely removed with isolating primer or sealer recommended by coating manufacturer to prevent bleed-through.
- D. Remove Mildew, Algae, and Fungus using materials and methods recommended by coating manufacturer.
- E. Remove dust and loose particulate matter from surfaces to receive coatings immediately prior to coating application.
- F. Remove or protect adjacent hardware, electrical equipment plates, mechanical grilles and louvers, lighting fixture trim, and other items not indicated to receive coatings.
- G. Move or protect equipment and fixtures adjacent to surfaces indicated to receive coatings to allow application of coatings.
- H. Protect adjacent surfaces not indicated to receive coatings.
- I. Prepare surfaces in accordance with manufacturer's instructions for specified coatings and indicated materials, using only methods and materials recommended by coating manufacturer.

3.3 SURFACE PREPARATION

- A. Concrete and Concrete Masonry: Clean surfaces free of loose particles, sand, efflorescence, laitance, form oil, curing compounds, and other substances which could impair coating performance or appearance.
- B. Concrete Floors: Remove contaminants which could impair coating performance or appearance. Verify moisture transmission and alkaline-acid balance recommended by coating manufacturer; mechanically abrade surface to achieve 80-100 grit medium-sandpaper texture.
- C. Existing Coatings:
 - 1. Remove surface irregularities by scraping or sanding to produce uniform substrate for coating application; apply one coat primer of type recommended by coating manufacturer for maximum coating adhesion.
 - 2. If presence of lead in existing coatings is suspected, cease surface preparation and notify Architect immediately.
- D. Gypsum Board: Repair cracks, holes and other surface defects with joint compound to produce surface flush with adjacent surfaces.
- E. Masonry Surfaces - Restored: Remove loose particles, sand, efflorescence, laitance, cleaning compounds and other substances that could impair coating performance or appearance.
- F. Metals - Aluminum, Mill-Finish: Clean and etch surfaces with a phosphoric acid-water

- solution or water based industrial cleaner. Flush with clean water and allow to dry, before applying primer coat.
- G. Metals - Copper: Clean surfaces with pressurized steam, pressurized water, or solvent washing.
 - H. Metals - Ferrous, Unprimed: Remove rust or scale, if present, by wire brush cleaning, power tool cleaning, or sandblast cleaning; remove grease, oil, and other contaminants which could impair coating performance or appearance by solvent cleaning, with phosphoric-acid solution cleaning of welds, bolts and nuts; spot-prime repaired welds with specified primer.
 - I. Metals - Ferrous, Shop-Primed: Remove loose primer and rust, if present, by scraping and sanding, feathering edges of cleaned areas to produce uniform flat surface; solvent-clean surfaces and spot-prime bare metal with specified primer, feathering edges to produce uniform flat surface.
 - J. Metals - Galvanized Steel (not passivated): Clean with a water-based industrial strength cleaner, apply an adhesion promoter followed by a clean water rinse. Alternately, wipe down surfaces using clean, lint-free cloths saturated with xylene or lacquer thinner; followed by wiping the surface dry using clean, lint-free cloths.
 - K. Metals - Galvanized Steel, Passivated: Clean with water-based industrial strength cleaner. After the surface has been prepared, apply recommended primer to a small area. Allow primer to cure for 7 days, and test adhesion using the "cross-hatch adhesion tape test" method in accordance with ASTM D 3359. If the adhesion of the primer is positive, proceed with a recommended coating system for galvanized metal.
 - L. Metals - Stainless Steel: Clean surfaces with pressurized steam, pressurized water, or water-based industrial cleaner.
 - M. Plaster: Repair cracks, holes and other surface defects as required to maintain proper surface adhesion. Apply patching plaster or Joint compound and sand to produce surface flush with adjacent undamaged surface. Allow a full cure prior to coating application as recommended by the patching compound manufacturer's recommendations.
 - N. Polyvinyl Chloride (PVC) Pipe: remove contaminants and markings with denatured alcohol scuff sand and wipe with solvent for maximum adhesion. Test adhesion before starting the job.
 - O. Textiles - Insulated Coverings, Canvas or Cotton: Clean using high-pressure air and solvent of type recommended for material.
 - P. Wood:
 - 1. Seal knots, pitch streaks, and sap areas with sealer recommended by coating manufacturer; fill nail recesses and cracks with filler recommended by coating manufacturer; sand surfaces smooth.
 - 2. Remove mill marks and ink stamped grade marks.
 - 3. Apply primer coat to back of wood trim and paneling.
 - Q. Wood Doors: Seal door tops and bottoms prior to finishing.
 - R. Wood Doors - Field-Glazed Frames and Sash: Prime or seal glazing channels prior to glazing.

3.4 APPLICATION - GENERAL

- A. Application of primers, paints, stains or coatings, by the Contractor, will serve as acceptance that surfaces were properly prepared in accordance with the manufacturer's recommendation.
- B. Apply each coat to uniform coating thickness in accordance with manufacturer's instructions, not exceeding manufacturer's specified maximum spread rate for indicated surface; thins, brush marks, roller marks, orange-peel, or other application imperfections are not permitted.
- C. Allow manufacturer's specified drying time, and ensure correct coating adhesion, for each coat before applying next coat.

- D. Inspect each coat before applying next coat; touch-up surface imperfections with coating material, feathering, and sanding if required; touch-up areas to achieve flat, uniform surface without surface defects visible from 5 feet (1.5 m).
- E. Remove dust and other foreign materials from substrate immediately prior to applying each coat.
- F. Where paint application abuts other materials or other coating color, terminate coating with a clean sharp termination line without coating overlap.
- G. Where color changes occur between adjoining spaces, through framed openings that are of same color as adjoining surfaces, change color at outside stop corner nearest to face of closed door.
- H. Re-prepare and re-coat unsatisfactory finishes; refinish entire area to corners or other natural terminations.

3.5 CLEANING

- A. Clean excess coating materials, and coating materials deposited on surfaces not indicated to receive coatings, as construction activities of this section progress; do not allow to dry.
- B. Re-install hardware, electrical equipment plates, mechanical grilles and louvers, lighting fixture trim, and other items that have been removed to protect from contact with coatings.
- C. Reconnect equipment adjacent to surfaces indicated to receive coatings.
- D. Relocate to original position equipment and fixtures that have been moved to allow application of coatings.
- E. Remove protective materials.

3.6 PROTECTION AND REPAIR

- A. Protect completed coating applications from damage by subsequent construction activities.
- B. Repair to Architect's acceptance coatings damaged by subsequent construction activities. Where repairs cannot be made to Architect's acceptance, re-apply finish coating to nearest adjacent change of surface plane, in both horizontal and vertical directions.

3.7 SCHEDULE - COLORS

- A. Exterior
TBD - Final Color Selections will be made by the Architect and Owner at a later date based on samples and product submissions in accordance with section 1.5.

END OF SECTION