

Project Manual for:
**WMHA Metropolitan Village
Window & Door Replacements 2023**

As Prepared For:

Warren Metropolitan Housing Authority
990 E. Ridge Drive
Lebanon, Ohio 45036

Prepared by:



Bid Set: January 13, 2023

Pre-Bid Meeting: January 24, 2023 at 3:30 PM

Bids Due: February 7, 2023 at 10:30 AM

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**WARREN METROPOLITAN HOUSING AUTHORITY
PROJECT MANUAL**

Including Contract Bid Documents and Technical Specifications

For

WINDOW & DOOR REPLACEMENTS 2023

At

**Warren Metropolitan Housing Authority
Metropolitan Village**

**WARREN METROPOLITAN
HOUSING AUTHORITY**

CONTRACTOR

By: _____

By: _____

Jacqueline Adkins, Executive Director

Title: _____

Date: _____

Date: _____

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GENERAL AND CONTRACT DOCUMENTS / REQUIREMENTS

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INVITATION TO BID

The Warren Metropolitan Housing Authority, Lebanon, Ohio will receive sealed bids for the **METROPOLITAN VILLAGE WINDOW & DOOR REPLACEMENTS 2023** at 10:30 AM on February 7, 2023, at which time and place all bids will be publicly opened and read aloud.

This aforementioned scope of work will be let under one (1) contract.

Owner: Warren Metropolitan Housing Authority
990 E. Ridge Drive
Lebanon, OH 45036
513.695.3380

Architect: RDA Group Architects, LLC
7945 Washington Woods Drive
Dayton, OH 45459
937.610.3440

Copies of the bidding documents may be obtained upon request via email to JRS@rda-group.com.

A pre-bid conference will be held at 3:30 PM on January 24, 2023, at Metropolitan Village, 990 E. Ridge Drive, Lebanon, OH 45036. The scope and details of the proposed project work will be discussed. Attendance is recommended.

A certified check or bank draft, payable to Warren Metropolitan Housing Authority, Par Value US Government Bonds or satisfactory bid bond executed by the acceptable sureties in an amount equal to five percent of the bid shall be submitted with each bid. Failure to submit a proper bid bond will automatically render the bid nonresponsive.

Attention is called to the provisions for equal employment opportunity; payment of not less than the prevailing salaries and wages; and tax-exempt status for all Federal, State, Local, and/or Excise Taxes, as set forth in the Contract Documents, that must be adhered to on this project.

Any questions or concerns should be addressed to Ms. Jacqueline Adkins at Warren Metropolitan Housing Authority at 513.695.3380

Warren Metropolitan Housing Authority reserves the right to reject any or all bids or to waive any informalities in the bidding that does not materially alter the bid item. No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of Warren Metropolitan Housing Authority.

Sealed bids are to be submitted to the attention of: Ms. Jacqueline Adkins, Executive Director, at Warren Metropolitan Housing Authority, 990 E. Ridge Drive, Lebanon, Ohio 45036

WE ARE AN EQUAL OPPORTUNITY EMPLOYER

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

(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 [x] 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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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.
 - (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
 - (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
 - (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
 - (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
 - (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
 - (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
 - (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
 - (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
 - (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

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

2. Contractor's Responsibility for Work

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- (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", or "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

The Contractor shall complete all work required under this contract within 90 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 7 days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
 - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
 - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
 - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name:

Title:

Date:

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

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

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in 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 a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

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

30. Suspension of Work

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

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

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

31. Disputes

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

32. Default

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

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

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

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ 100.00 [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 \$ 500,000 [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 \$ 500,000 [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.

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SPECIAL CONDITIONS

- A. **Project Site:**
The project, for Miami Metropolitan Housing Authority, involves Window and Door Replacements at:
Metropolitan Village
- B. **Completion time per area:**
For all work involved in the project and at the end of each working day, all other areas of the building and entrances to the buildings shall be maintained fully operational and so all services are functional such that there is no unnecessary inconvenience to the residents. All units will remain occupied throughout the course of the work.
- C. **Clean up:**
While working and upon completion of the work, the Contractor shall make every effort to keep the area dust and debris free and thoroughly clean all areas for debris, dirt and dust caused by his performance of work under this contract.
- The Contractor at all times shall keep the premises free from the accumulation of waste materials or rubbish caused by his operation, specifically cleaning up shall be completed daily prior to the close of working hours.
- If the Contractor fails to clean up daily, the Authority may do so and charge the Contractor the cost for doing so.
- D. **Communication:**
All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- E. **Guarantee against claims:**
The Contractor shall guarantee the Housing Authority against any and all claims arising out of the performance of the contract, including any damages to resident owned items.
- F. **Resident Notification:**
The Contractor shall be required to disburse flyers to individual residents in notification of work to take place within or outside/adjacent their units. Such flyers may be provided by the Housing Authority.
- G. **Access to Apartments:**
Keys to gain access to individual apartments shall be issued by the Housing Authority. All keys shall be returned to the Housing Authority prior to the close of business each day. Lost or missing keys issued to the Contractor shall result in the potential of rekeying all locks at the expense of the Contractor.
- H. **Amendments to the General Conditions:**
1. **Contracting Officer's Responsibilities:**
The Contracting Offices will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, and he/she will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.
 2. **Contractor's Responsibilities:**
The Contractor shall be responsible to the Housing Authority for the acts and omissions of all his employees and all subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.

The Contractor shall be responsible for initiating and maintaining, and the supervision of all safety precautions and programs in connection with the work.

The Contractor shall take all reasonable precautions for safety precautions for the safety of, and shall provide all reasonable protection to prevent damages, injury, and loss to:

All employees on the work and all other persons who may be affected thereby.

All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of the Contractor or any of his subcontractors.

Other property at the site or adjacent thereto, including lobbies, hallways, corridors, and trees, shrubs, lawns, walks, pavements, roadway systems, structures, and utilities not designated for removal or replacement in the course of construction.

3. Lien Restriction:
The Contractor and Subcontractors are prohibited from placing a lien on the Housing Authority's property.

END OF DOCUMENT

"General Decision Number: OH20230028 01/06/2023

Superseded General Decision Number: OH20220028

State: Ohio

Construction Type: Residential

Counties: Clermont and Warren Counties in Ohio.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

BROH0018-007 06/01/2021

	Rates	Fringes
BRICKLAYER.....	\$ 30.87	15.87

ELEC0212-004 06/06/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 33.29	21.15

ENGI0018-027 05/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Bulldozer).....	\$ 37.02	15.20

ENGI0066-026 06/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR Crane.....	\$ 22.08	19.66

LABO0265-004 06/01/2018

	Rates	Fringes
LABORER (Mason Tender-Brick).....	\$ 20.25	16.20

PAIN0707-001 05/01/2019

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 23.91	16.55

PLAS0109-006 05/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.86	17.11

SFOH0669-007 04/01/2021

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 39.25	25.81

SHEE0033-016 03/01/2022

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 28.84	9.42

SUOH2012-030 07/20/2012

	Rates	Fringes
CARPENTER.....	\$ 27.29	0.00
LABORER: Common or General.....	\$ 23.19	0.00

OPERATOR: Backhoe/Excavator.....\$ 25.25	9.38
OPERATOR: Bobcat/Skid Steer/Skid Loader.....\$ 29.49	11.16
PLUMBER.....\$ 20.00	5.52
ROOFER.....\$ 19.22	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described

in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

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SECTION 3

OF THE

HOUSING AND URBAN DEVELOPMENT ACT

OF 1968, AS AMENDED

THE FACTS

What does Section 3 Require?

Recipients and contactors must make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project. Targeted recruitment and the selection of Section 3 area residents for available positions are two examples of good faith efforts to meet this requirement.

Recipients and contractors must make a good faith effort to award contracts to Section 3 business concerns for work in connection with the project. An example of a good faith effort to make this requirement is the implementation of an affirmative action plan, which includes targets for the number and dollar value for awarding contracts to Section 3 business concerns.

Recipients and contractors must keep records and submit reports to HUD documenting the good faith efforts taken and the results of these actions. Examples of such documentation include letters to community organizations, employment development and business development centers; copies of solicitations for bids or proposals; and copies of affirmative action plans.

Key Terms

Section 3 Area – For the purpose of training and employment, the Section 3 area is the unit of local government, or the metropolitan area or nonmetropolitan county, as determined by HUD, in which the project is located. For the purpose of contracting, the Section 3 area is the metropolitan area or nonmetropolitan county in which the project is located.

Section 3 Business Concerns – A Section 3 business concern is a business, which is located within the Section 3 area or is owned in substantial part by persons residing in the Section 3 area.

Section 3 Area Resident – A Section 3 area resident is any lower income individual residing within the Section 3 area.

SECTION 3: PROVIDING ECONOMIC OPPORTUNITIES THROUGH HUD PROGRAMS

A FACT SHEET

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968, which requires that programs of direct financial assistance administered by the U.S. Department of Housing and Urban Development (HUD) provide, to the greatest extent feasible, opportunities for job training and employment to lower income residents in connection with projects in their neighborhoods. Further, to the greatest extent feasible, contracts in connection with these projects are to be awarded to local businesses. Section 3 is a tool for fostering local economic development, neighborhood economic improvement and individual self-sufficiency.

Who Must Comply with Section 3 Requirements?

Section 3 applies to financial assistance awarded, provided, or otherwise made available to a project or activity under a program administered by HUD in aid of housing, urban planning, redevelopment, development, or renewal, public or community facilities and new community development. Section 3 does not apply to financial assistance made available solely in the form of insurance or guaranty or to tenant-based assistance. Recipients of Section 3 covered assistance include, but not limited to, States, units of local government, public housing agencies, Indian housing authorities, public and private nonprofit organizations, private agencies developers, builders, community development housing organizations, resident management corporations and resident councils. Also, contractors who perform work in connection with projects funded under covered programs must comply with Section 3 requirements. Section 3 applies to the following programs:

- Low Income Public Housing Programs
- Community Development Block Grant Programs
- Homeless Assistance Programs
- HOPE Programs
- HOME Programs
- National Affordable Housing Act Programs
- Fair Housing Initiatives Program
- Fair Housing Assistance Program

What Types of Economic Opportunities may be Available?

Administrative/Management

accounting
clerical/record keeping

research
word processing

Services

ADP/Computer
air conditioner repair
appliance repair
carpet consultants
catering
engineering
florists
janitorial
landscaping

lead-based paint removal
legal
manufacturing
marketing
monuments
photography
printing
supplier
transportation

Construction

architecture
bricklaying
carpentry
cement/masonry
demolition
drywall
electrical
elevator construction
fencing

heating
iron work
lathers
machine operation
painting
plastering
plumbing
surveying
tile setting

Is there a procedure for filing a complaint under Section 3?

A Complaint, formally called a grievance, may be filed alleging a violation of Section 3 requirements. Grievances may be filed by Section 3 residents and by Section 3 business concerns. HUD investigates Grievances. Where appropriate, voluntary resolutions are sought. Those grievances that are not resolved voluntarily can result in an administrative hearing.

A grievance should be written and include:

- name and address of grievant
- name and address of recipient/contractor
- description of acts or omissions
- corrective action sought

Grievances should be filed with a Regional Office of the U.S. Department of Housing and Urban Development or with:

Assistant Secretary for Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
451 Seventh Street, S.W.
Washington, DC 20410-2000

What are sources of more information?

To learn more about specific economic opportunities in your community, contact your housing and community development agencies.

For additional technical information or guidance, contact the U.S. department of Housing and Urban Development, Assistant Secretary of Fair Housing and Equal Opportunity, Attention: Section 3 Compliance Division, at the above address or the closest Regional Office of Fair Housing and Equal Opportunity:

Regional Director
Office of Fair Housing and Urban Development
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street, Room 375
Boston, MA 02222-1092

Regional Director
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
26 Federal Plaza
New York, NY 10278-0068

Regional Director
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
Liberty Square Building
105 South 7th Street
Philadelphia, PA 191106-3392

Regional Director
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
Richard B. Russell Federal Building
75 Spring Street S.W.
Atlanta, GA 3003-3388

Regional Director
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard
Chicago, IL 60604-5601

Regional Director
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
1600 Throckmorton
P.O. Box 2905
Fort Worth, TX 76113-2905

Regional Director
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
Executive Tower Building
1405 Curtis Street
Denver, CO 80202-2349

Regional Director
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
Phillip Burton Federal Building and U.S. Courthouse
450 Golden Gate Avenue
P.O. Box 36003
San Francisco, CA 94102-3448

Regional Director
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
Arcade Plaza Building
1321 Second Avenue
Seattle, WA 98101-2058

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MINORITY BUSINESS ENTERPRISE STATEMENT

The policy of Warren Metropolitan Housing authority [WMHA] is that maximum practicable opportunity to participate in the performance of contracts shall be provided minority business enterprises [MBE] as subcontractors and suppliers to contractors performing work or rendering services for prime contractors or subcontractors under the Warren Metropolitan Housing Authority [WMHA] contracts.

The Contractor agrees to make a “good faith” effort to comply with this policy to the fullest extent practicable.

Among the matters to be considered in the award of the contact will be the extent to which the contractor will afford minority business enterprises [MBE] opportunity to participate in the performance of the contract.

“Minority Business Enterprises” [MBE] means a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such persons include, but not limited to; Blacks, Puerto Ricans, Spanish-speaking Americans, American Indians, Eskimo, and Aleuts. The Contractor may rely on written presentations by subcontractors regarding their status as a minority business enterprise.

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FORM OF CONTRACT

This AGREEMENT made this _____ day of _____, in the year _____ by and between _____, a company organized and existing under the laws of the State of Ohio, hereinafter called the Contractor, and WARREN METROPOLITAN HOUSING AUTHORITY hereinafter referred to as the "WMHA"

WITNESSETH, That the Contractor and WMHA for the consideration stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK: The Contractor shall furnish all labor, specified materials, equipment and services, and shall perform and complete all work required for the WINDOW AND DOOR REPLACEMENTS 2023 AT METROPOLITAN VILLAGE, in accordance with the Documents and Specifications which are incorporated herein by reference and made a part hereof.

ARTICLE 2. THE CONTRACT PRICE: WMHA shall pay the Contractor for the performance of the Contractor the sum of: _____ dollars (\$ _____).

ARTICLE 3. THE CONTRACT DOCUMENTS: The Contract shall consist of the following parts.

1. This instrument.
2. General Conditions of the Contract for Construction [HUD 5370]
3. General Requirements and General Conditions.
4. Special Conditions
5. Equal Employment Opportunity Contract Specifications [Executive Order 11246]
6. Project Manual
7. Technical Specifications
8. Drawings.

This instrument, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract. In the event that any provision in any other component part of this Contract conflicts with any provision of any other component part, the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference on the component part which each modifies.

ARTICLE 4. CONTRACT DURATION: This project shall be completed within seventy five [75] calendar days from the date specified in the Notice to Proceed.

ARTICLE 5. EQUAL EMPLOYMENT OPPORTUNITY: It is the policy of WMHA, that maximum opportunities for equal employment of minorities be provided by the Contractor in the performance of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in two [2] counterparts as of the day and year first written above.

Contractor

Warren Metropolitan Housing Authority

By: _____

By: _____

Title: _____

Jacqueline Adkins, Executive Director

Address: _____

990 E. Ridge Drive
Lebanon, OH 45036

END OF DOCUMENT

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DIRECTIONS FOR PREPARATION OF PERFORMANCE AND PAYMENT OF BOND

For all construction and equipment contracts (including CSP Contracts) over \$10,000.00, the contractor shall be required to furnish a performance and payment bond for 100% of the contract price, or separate performance and payment bonds, each for 50% or more of the contract price, or a 20% cash escrow or a 25% irrevocable letter of credit. A letter of credit submitted in lieu of a Performance and Labor & Material Bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable in lieu of the 5% bid bond, Performance Bond, or Labor/Material Bond.

1. Individual sureties, partnerships, of corporations not in the surety business will be acceptable.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall not be less than required by the Specifications.
4. If the Principals are partners, or joint ventures, each member shall execute the bond as an individual, and state his place of residence.
5. If the Principal is a corporation, the bond shall be executed under its corporate seal. If the Corporation has no corporate seal, it shall so state and affix a scroll or adhesive seal following the corporate name.
6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal, or copies attached to such records of the corporation as will evidence the official character and authority of the officer, signing, duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be a true copies.
7. The current power of attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond must not be prior to the date of the contract.
9. The following information must be placed on the bond by the surety company,
 - a. The rate of the premium in dollars per thousand; and
 - b. The total dollar amount of premium charged.
10. The signature of a witness shall appear in the appropriate place, attesting to the signature of each party of the bond.
11. Type or print the name underneath each signature appearing on the bond.

12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

NOTE TO THE ARCHITECT: A Performance Bond and Payment Bond (often combined as one bond) are required. Bond forms should be included in the bid documents. Form should not include provisions which modify the substance of the contract, or unreasonably restrict the liability of a surety.

Moreover, unless required under State or local law, no provisions should be included which (a) requires arbitration of dispute in conflict with provisions of Paragraph 10 of the printed General Conditions, (b) reduces the time within which laborers and materialsmen must pursue their claims, (c) prescribes notice of claim and the parties to whom it must be directed, (d) limited the jurisdictions or courts where claims may be pursued or (e) otherwise deprives laborers and materialsmen of the full benefit of applicable law.

On each form, the following shall appear beneath the signatures space for Corporate surety and ahead of the space for "Certificate as to Corporate Principal":

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

The total amount of premium charged is \$_____.

(The above is to be filled in by the surety company, and the power-of-attorney of the person signing for the surety company must be attached)"

NOTE: Bonding Company may use own form.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT, That we, _____,
_____, as Principal, and _____,
_____, as surety are held and firmly bound unto the _____
_____ Housing Authority, in the penal sum of _____
_____ Dollars (\$_____), for the payment of which sum will and truly to be made,
we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, firmly
by these presents.

THE CONDIGNION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into
certain contract with the _____ Housing Authority, dated _____
_____, 20____, for _____ at Project _____
_____.

Now, therefore, if the Principal shall well and truly perform and fulfill all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term of said
contact and any extensions thereof that may be granted by the _____
Housing Authority with or without notice to be surety, and shall also well and truly perform and
fulfill all undertakings, covenants, terms, conditions, and agreements of any and all duly
authorized modifications of said contract, notice to surety being hereby waived, then this
obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their
several seals this _____ day of _____, 20____, the name and corporate party being hereto
affixed and these presents duly signed by its undersigned representative, pursuant to the
authority of its governing body.

(ADDRESS) _____ (SEAL)
(INDIVIDUAL PRINCIPAL)

(ADDRESS) _____ (BUSINESS ADDRESS)

(ADDRESS) _____ (SEAL)
(INDIVIDUAL PRINCIPAL)

(ADDRESS) _____ (BUSINESS ADDRESS)

(ADDRESS) _____ (SEAL)
(INDIVIDUAL PRINCIPAL)

(ADDRESS) _____ (BUSINESS ADDRESS)

(INDIVIDUAL PRINCIPAL) (SEAL)

(ADDRESS) (BUSINESS ADDRESS)

ATTEST:

(CORPORATE PRINCIPAL)

(BUSINESS ADDRESS)

(AFFIX CORPORATE SEAL)

ATTEST:

(CORPORATE PRINCIPAL)

(BUSINESS ADDRESS)

(AFFIX CORPORATE SEAL)

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

The total amount of premium charged is \$ _____.
(The above must be filled in by the surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
_____, Secretary of the Corporation name as principal in the within bond, that _____
who signed the said bond on behalf of the principal was the _____ of said
corporation; that I know his signature and his signature is genuine and that said bond was duly
signed, sealed and attested to for ad in behalf of said Corporation by authority of its governing
body.

NOTE: Bonding Company may use own form.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT, That we, _____
_____, as Principal, and _____
_____, as surety are held and firmly bound unto the _____
_____ Housing Authority, in the penal sum of _____
_____ Dollars (\$_____), for the payment of which sum will and truly to be made,
we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, firmly
by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into
certain contract with the _____ Housing Authority, dated _____
_____, 20____, for _____ at Project _____
_____.

Now, therefore, if the Principal shall promptly make payment to all personal supplying labor and
material in the prosecution of the work provided for in said contract, and any and all duly
authorized modifications of said contract that may hereafter be made, notice of which
modifications to the surety being hereby waived, then this obligation to be void; otherwise to
remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their
several seals this _____ day of _____, 20____, the name and corporate party being hereto
affixed and these presents duly signed by its undersigned representative, pursuant to the
authority of its governing body.

(ADDRESS) (INDIVIDUAL PRINCIPAL) (SEAL)

(ADDRESS) (BUSINESS ADDRESS)

(ADDRESS) (INDIVIDUAL PRINCIPAL) (SEAL)

(ADDRESS) (BUSINESS ADDRESS)

(ADDRESS) (INDIVIDUAL PRINCIPAL) (SEAL)

(ADDRESS) (BUSINESS ADDRESS)

(INDIVIDUAL PRINCIPAL) (SEAL)

(ADDRESS) (BUSINESS ADDRESS)

ATTEST:

(CORPORATE PRINCIPAL)

(BUSINESS ADDRESS)

(AFFIX CORPORATE SEAL)

ATTEST:

(CORPORATE PRINCIPAL)

(BUSINESS ADDRESS)

(AFFIX CORPORATE SEAL)

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

The total amount of premium charged is \$ _____.
(The above must be filled in by the surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
_____, Secretary of the Corporation name as principal in the within bond, that _____
who signed the said bond on behalf of the principal was the _____ of said
corporation; that I know his signature and his signature is genuine and that said bond was duly
signed, sealed and attested to for ad in behalf of said Corporation by authority of its governing
body.

FORMS TO BE SUBMITTED WITH BID

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DOCUMENT 00 41 13 - BID FORM

To: WARREN METROPOLITAN HOUSING AUTHORITY
990 E. Ridge Drive
Lebanon, Ohio 45036

Project: **Metropolitan Village Window & Door Replacements 2023**
Warren Metropolitan Housing Authority

Bidder: _____

Date: _____

1.1 OFFER

Having examined the Place of The Work and all matters referred to in the Bid Documents and Contract Documents, HUD Documents, and related forms and affidavits, prepared by RDA Group Architects on behalf of Warren Metropolitan Housing Authority for the above mentioned project, we the undersigned, hereby proposed to furnish all labor, specified materials, equipment and services required for Metropolitan Village Window & Door Replacements 2023, all in accordance with and for the sum of:

Window & Door Replacements at Metropolitan Village: All Labor, Materials, and Permit Fees, All Divisions 1-32 inclusive.

\$ _____ \$ _____
Figures Words

Contingency Allowance:
\$10,000 \$ Ten Thousand Dollars
Figures Words

Total Bid [sum of above]:

\$ _____ \$ _____
Figures Words

Contractors Note the Following:

- A. Project is intended for award to one Contractor for the base bid amount with consideration of the alternates listed/selected by the WMHA. WMHA intends to award the project providing it is within the funding limits, available budget, and overall estimate for the project.
- B. The selection of the lowest and best bidder is based on the lowest with any required alternates that are required to be removed. Lowest and best bidder can also include factoring in MBE/DBE participation and consideration of MBE prime contractors. Section 3 preference may also be considered.

1.2 ALTERNATES

None

1.3 UNIT PRICES

None

1.4 SECURITY

Security in the sum of: _____ (\$ _____) in the form of a _____ is submitted herewith in accordance with the specifications.

1.5 ACCEPTANCE

In submitting this bid, it is understood that the right is reserved to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening thereof, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bonding within ten (10) days after the contract is presented for signature.

Warren Metropolitan Housing Authority reserves the right to reject any and all bids or award only a portion of the project as it bests fits with the goals of WMHA.

1.6 CONTRACT TIME

Work shall be completed within _____ calendar days from Notice to Proceed. Maximum 90 calendar days.

1.7 ADDENDA

The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all costs thereto are included in the Bid Sum.

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

1.8 BIDDER CERTIFICATIONS

The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

1. The undersigned has not entered into collusion with any person in respect to this bid or any other bid or the submitting of bids for the contract for which this bid is submitted. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any proposal or submitting of proposals for the contract for which this proposal is submitted.
2. The Bidder represents that he has [], has not [], participated in a previous contract or subcontract to the Equal Opportunity Clause prescribed by Executive Orders 10925, 1114, or 11246, or the Secretary of Labor, that he has [], has not [], filed all required compliance reports; and that the representations indicating submission of required compliance reports, signed by proposed subcontractors will be obtained prior to subcontract

- awards. (The above representation need not be submitted in connection with contract or subcontracts which are exempt from the clause.)
3. Bidder hereby agrees to comply with all City, State and Federal Statutes relating to Liability Insurance, Working Hour, Safety and Sanitary Regulations. Bidder further agrees that their bid amount includes all fees for permits, taxes, and insurance required or applicable to the work.
 4. The Bidder will sign his bid on the line indicated below; if it will be a partnership the firm name will be signed, followed by the signature of the partner signing, his own name to be signed on the line beginning with the work "By"; if a corporation, name will be signed followed by the signature and the official title of the officer signing name
 5. The Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.
 6. The Bidder represents that the bid is based upon the Standards specified in the Contract Documents.
 7. The Bidder has visited the project site, become familiar with the local conditions and has correlated personal observations about the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the Contract Documents.
 8. Incomplete bid forms will be rejected as non-responsive.
 9. The Bidder certifies that upon the award of a Contract, the Contractor will make a good faith effort to ensure that all of the Contractor's employees, while working on the project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
 10. THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

1.9 BID FORM SIGNATURES

If the Bidder is a Corporation, partnership or sole proprietorship, an officer, partner or principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided and sign the Bid Form. If the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided and sign the Bid Form. All signatures must be original.

Bidder/Company Name: _____

Authorized Signature: _____

Print name: _____

Title: _____

Mailing Address : _____

Telephone Number: _____

Facsimile Number: _____

Federal Tax ID#: _____

If the bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF DOCUMENT

BID BOND

KNOW ALL MEN BY THESE PRESENT, That we the undersigned, _____, as Principal, and _____, as SURETY are held and firmly bound unto the Warren Metropolitan Housing Authority, hereinafter called "WMHA", in the penal sum of _____ (\$_____), lawful money in the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid dated _____, 20____, for _____ at Project _____, in _____.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified, with ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the WMHA in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified if the Principal shall pay the WMHA the difference between the amount specified in said bid and the amount for which the WMHA may procure the require work, or supplies, or both. If the latter amount be in of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the Authority of its governing body.

IN PRESENCE OF:

(SEAL)

(INDIVIDUAL PRINCIPAL)

(BUSINESS ADDRESS)

(SEAL)

(INDIVIDUAL PRINCIPAL)

ATTEST:

(BUSINESS ADDRESS)

(CORPORATE PRINCIPAL)

(BUSINESS ADDRESS)

(SEAL)

BY: _____

(CORPORATE PRINCIPAL)

(BUSINESS ADDRESS)

(SEAL)

BY: _____

(POWER-OF-ATTORNEY FOR PERSONS SIGNING FOR SURETY COMPANY MUST
BE ATTACHED TO BOND.)

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(CORPORATE SEAL)

BY: _____

TITLE: SECRETARY

THIS SHEET LEFT INTENTIONALLY BLANK

NON COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he/she is _____ [Title], of 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, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any person, to fix the bid prices of affiant or any other bidder, or to fix any overhead profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Warren Metropolitan Housing Authority, or any person interest in the proposed Contract; and that all statements in said proposal or bid are true.

Name of Firm/Bidder

By: _____

Title: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____
_____, 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES ON: _____

THIS SHEET LEFT INTENTIONALLY BLANK

**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)

Previous Participation Certification

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

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

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Principals of Multifamily Projects (See instructions)

Reason for submission:

1. Agency name and City where the application is filed

3. Loan or Contract amount \$

4. Number of Units or Beds

For HUD HQ/FmHA use only

2. Project Name, Project Number, City and Zip Code

5. Section of Act

6. Type of Project (check one)
 Existing Rehabilitation Proposed (New)

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

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number

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

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 principal(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 principals 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 principals or their projects;
 - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
 - e. The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - f. The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - g. The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
3. All the names of the principals who propose to participate in this project are listed above.
4. None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
6. None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

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

Previous Participation Certification

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

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the principals' previous participation projects and participation history in multifamily housing programs of HUD/FmHA, State and local Housing Finance Agencies. **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. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain	6. Last MOR rating and Physical Insp. Score and date

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"/> C. Disclosure or Certification problem
Staff	Processing and Control	<input type="checkbox"/> B. Name match in system <input type="checkbox"/> D. Other (attach memorandum)
Supervisor	Director of Housing/Director, Multifamily Division	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No 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 those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

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

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

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

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

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

Who Must Sign and File Form HUD-2530:

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

Principals include all individuals, joint ventures,

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

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

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

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

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

Where and When Form HUD-2530 Must Be Filed:

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

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

Handicapped).

- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.

- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.

- Purchase of a Secretary-owned project.

- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.

- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.

- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

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

Specific Line Instructions:

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

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

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

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

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

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

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

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

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

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

Instructions for Completing Schedule A:

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

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

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

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

Column 5. Explain any project defaults during your participation.

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

Certification: After you have completed all other parts of

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

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

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

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

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

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

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

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

*PROVISIONS AND PROCEDURES PERTAINING TO
THE MINORITY BUSINESS ENTERPRISE PROGRAM IN
CONNECTION WITH HUD PROJECTS IN
COMPLIANCE WITH EXECUTIVE ORDER 11625
AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF MINORITY BUSINESS*

PROJECT NAME: _____ **PROJECT NO:** _____

DEVELOPER: _____ **GENERAL CONTRACTOR:** _____

CONTRACTING

Prior to the signing of Contracts between the Sponsor and General Contractor, the General Contractor shall provide the Sponsor a preliminary statement of Minority Business Utilization where known; where not known, such information shall be supplied prior to the signing of any Contract between the General Contractor and subcontractor(s), and forwarded the HUD, EO Division through the General Contractor within thirty (30) days of the signing of said Contract.

UTILIZATION OF BUSINESS

Each General Contractor and/or subcontractor undertaking work on the HUD project shall assure that to the greatest extent feasible, Contracts for work to be performed in connection with the project are awarded to minority business concerns.

The General Contractor or subcontractor shall, to the greatest extent feasible, utilize minority concerns for procurement (materials, supplies, services) to be performed in connection with the HUD project. To this end the General Contractor and/or subcontractors projects a Utilization Goal of \$ _____, (_____ %).

CATEGORY	AMOUNT AVAILABLE IN DOLLARS	GOAL ALLOCATION AMT. PROJECTED IN DOLLARS
A. Minority Contractors	\$	\$
B. Minority Procurement	\$	\$

GOOD FAITH EFFORT

The following minority business referral agencies will be contracted: HUD, SBA, State OMBE and others: (List): _____

This is to certify that _____ will abide by and initiate in all our Contractors, to the greatest extent feasible, the requirements of Executor order 11625.

Signature Title Date

The contractor shall execute the Certificate of Compliance and cause all subcontractors undertaking work in connection with this contract to furnish the same.

SECTION 3 – CERTIFICATION

_____ Will abide by and initiate with all their subcontractors to the greatest extent feasible the requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 170 lu.

1. MANPOWER UTILIZATION TABLE

OCCUPATION CATEGORY	TOTAL WORK FORCE	SKILED	TRAINEES	NO. OF PROJECT AREA RESIDENTS TO BE UTILIZED
				<i>Skilled Trainees</i>
TOTAL				

EMPLOYMENT CERTIFICATION

A. The company hereby certifies that the above table represents the appropriate number of employees

Positions required in the execution of _____
 Contract No. _____ and also represents the number of lower income project area residence that the company proposes to employ.

B. The Company certifies that it will make a good faith effort to employ the number of lower income employees stated above, utilizing such based organizations and services agencies as: _____
 _____ and Opportunities Industrialization Center (OIC) and on the site company employment posters.

C. The Company certifies that the employees goals listed in the above table, approximate the ratio of lower income residents to the total population of the project area.

 Company

 Authorized Signature

 Date

 Title

APPENDIX #2

AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF SECTION 3 PROJECT
 BUSINESS

The Company shall utilize business concerns located in the area of Project No. _____, in contracting for work to be performed in connection with the completion of the contract. To this end, the Company shall require the services of companies in the project area engaged in the business of _____.

Subcontractors	Total Subcontract Dollar Amount	Proposed Sec. 3 Business Available For use	Total Subcontract to Section 3 Businesses Dollar Amount
	\$		\$
	\$		\$
	\$		\$

 Company

 Authorized Signature

 Title

 Date

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Section 3 Clause

- 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, 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 works 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 this 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 the 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 regulation in 24 CFR part 135, the contractor will not subcontract with an subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations of 24 CFR 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 regulation 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. In the event of a determination by the Executive Director or his/her designee that the Contractor is not in compliance with the section 3 clause or any rule, regulation, or report submission requirements of WMHA, this contract may be cancelled, terminated, or suspended in whole or in part.

Contractor's Signature

Date

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**FORMS TO BE SUBMITTED TO HOUSING AUTHORITY FOR PROJECT
DURING CONSTRUCTION**

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Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

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

X

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Contract and Subcontract Activity

U.S. Department of Housing and Urban Development

OMB Approval No.: 2535-0117 (exp. 1/31/2013)

Public Reporting Burden for this collection of information is estimated to average .50 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 information is 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.

Executive Order 12421 dated July 14, 1983, directs the Minority Business Development Plans shall be developed by each Federal Agency and that these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals. While no assurances of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

Privacy Act Notice - The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by law.

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency	Check ff:				2. Location (City, State, ZIP Code)										
				PHA <input type="checkbox"/>	IHA <input type="checkbox"/>										
3a. Name of Contact Person	3b. Phone Number (Including Area Code)	4. Reporting Period <input type="checkbox"/> Oct. 1 - Sept. 30 (Annual-FY)	5. Program Code (Not applicable for CPD programs.) See explanation of codes at bottom of page. Use a separate sheet for each program code.	6. Date Submitted to Field Office											
Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc. 7a.	Amount of Contract or Subcontract 7b.	Type of Trade Code (See below) 7c.	Contractor or Subcontractor Business Racial/Ethnic Code (See below) 7d.	Woman Owned Business (Yes or No) 7e.	Prime Contractor Identification Number 7f.	Sec. 3 Subcontractor Identification (ID) Number 7g.	Sec. 3 Subcontractor Number 7h.	Sec. 3 7i.	Contractor/Subcontractor Name and Address 7j.	Name	Street	City	State	Zip Code	

- CPD:**
- 1 = New Construction
 - 2 = Education/Training
 - 3 = Other
- 7c: Type of Trade Codes:**
- 1 = New Construction
 - 2 = Substantial Rehab.
 - 3 = Repair
 - 4 = Service
 - 5 = Project Mangt.
 - 6 = Professional
 - 7 = Tenant Services
 - 8 = Education/Training
 - 9 = Arch./Engrg. Appraisal
 - 0 = Other

- 7d: Racial/Ethnic Codes:**
- 1 = White Americans
 - 2 = Black Americans
 - 3 = Native Americans
 - 4 = Hispanic Americans
 - 5 = Asian/Pacific Americans
 - 6 = Hasidic Jews

- 5: Program Codes** (Complete for Housing and Public and Indian Housing programs only):
- 1 = All insured, including Section 8
 - 2 = Flexible Subsidy
 - 3 = Section 8 Noninsured, Non-HFDA
 - 4 = Insured (Management)
 - 5 = Section 202
 - 6 = HUD-Held (Management)
 - 7 = Public/Indian Housing

Previous editions are obsolete.

This report is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multifamily Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be

completed for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or nonmetropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary

may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Submit two (2) copies of this report to your local HUD Office within ten (10) days after the end of the reporting period you checked in item 4 on the front. Complete item 7h. only once for each contractor/subcontractor on each semi-annual report.

Enter the prime contractor's ID in item 7f. for all contracts and subcontracts. Include only contracts executed during this reporting period. PHAs/IHAs are to report all contracts/subcontracts.

firm receiving contract/subcontract activity only one time on each report for each firm.

Community Development Programs

1. Grantee: Enter the name of the unit of government submitting this report.
3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.

7a. Grant Number: Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

7b. Amount of Contract/Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7i, the dollar figure would be for the subcontract only and not for the prime contract.

7c. Type of Trade: Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number is provided in 7i, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.

7d. Business Racial/Ethnic/Gender Code: Enter the numeric code which indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not to the prime contractor.

7e. Woman Owned Business: Enter Yes or No.

7f. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

7g. Section 3 Contractor: Enter Yes or No.

7h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

7i. Section 3 Contractor: Enter Yes or No.

7j. Contractor/Subcontractor Name and Address: Enter this information for each Previous editions are obsolete.

may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Submit two (2) copies of this report to your local HUD Office within ten (10) days after the end of the reporting period you checked in item 4 on the front. Complete item 7h. only once for each contractor/subcontractor on each semi-annual report.

Enter the prime contractor's ID in item 7f. for all contracts and subcontracts. Include only contracts executed during this reporting period. PHAs/IHAs are to report all contracts/subcontracts.

Public Housing and Indian Housing Programs

PHAs/IHAs are to report all contracts/subcontracts. Include only contracts executed during this reporting period.

1. Project Owner: Enter the name of the unit of government, agency or mortgage entity submitting this report. Check box as appropriate.

3. Contact Person: Same as item 3 under CPD Programs.

4. Reporting Period: Check only one period.

5. Program Code: Enter the appropriate program code.

7a. Grant/Project Number: Enter the HUD Project Number or Housing Development Grant or number assigned.

7b. Amount of Contract/Subcontract: Same as item 7b. under CPD Programs.

7c. Type of Trade: Same as item 7c. under CPD Programs.

7d. Business Racial/Ethnic/Gender Code: Same as item 7d. under CPD Programs.

7e. Woman Owned Business: Enter Yes or No.

7f. Contractor Identification (ID) Number: Same as item 7f. under CPD Programs.

7g. Section 3 Contractor: Enter Yes or No.

7h. Subcontractor Identification (ID) Number: Same as item 7h. under CPD Programs.

7i. Section 3 Contractor: Enter Yes or No.

7j. Contractor/Subcontractor Name and Address: Same as item 7j. under CPD Programs.

Construction Progress Schedule

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

OMB Approval No. 2577-0157 (Exp. 3/31/2020)

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.

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 (yyy)						
	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 Contract Accumulated Progress
0	
10	28
20	
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.

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. 3/31/2020)

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
---------------------------	----------------

Name, Address, and Zip Code of Contractor

Nature of Contract	Contract Number
--------------------	-----------------

Approved for Contractor by	Title	Date (mm/dd/yyyy)
----------------------------	-------	-------------------

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)

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., 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
	Bond	20	Rough Carpentry		Site Improvements
21	General Conditions \1	21	Metal Bucks	44	Retaining Walls
	Demolition & Clearing	22	Caulking	45	Storm Sewers
	Structures	23	Weatherstripping	46	Sanitary Sewers
	General Excavation	24	Lath & Plastering-Drywall	47	Water Distribution System
	Footing Excavation	25	Stucco	48	Gas Distribution System
	Backfill	26	Finish Carpentry	49	Electrical Distribution System
	Foundation Piles & Caissons	27	Finish Hardware	50	Street & Yard Lighting Fire &
	Concrete Foundations	28	Glass & Glazing	51	Police Alarm System Fire
	Concrete Superstructures	29	Metal Doors	52	Protection System Street
	Reinforcing Steel	30	Metal Base & Trim	53	Work
	Waterproofing & Dampproofing	31	Toilet Partitions	54	Yard Work
22	Spandrel Waterproofing	32	Floors	55	(Other)
	Structural Steel	33	Painting & Decorating	56	(Other)
	Masonry	34	Screens		Equipment
	Stonework	35	Plumbing	57	Shades & Drapery Rods
	Miscellaneous & Ornamental Metal	36	Heating	58	Ranges
1	Metal Windows	37	Ventilating System	59	Refrigerators
	Roofing	38	Electrical	60	Kitchen Cabinets & Work Tables
	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. 3/31/2020)

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
---------------------	----------------

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. 3/31/2020)

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
---------------------	----------------

Name of Contractor	Contract Number
--------------------	-----------------

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)
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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)

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Schedule of Materials Stored

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

OMB Approval No. 2577-0157
(exp. 3/31/2020)

Public reporting burden for this collection of information is estimated to average 1.5 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 to be used to support the Periodic Estimate for Partial Payment (form HUD-51001). The contractor must prepare a separate schedule for his/her materials and for those of his/her subcontractors. Attach an original (or a copy) to each copy of the Summary of Materials Stored (form HUD-51004). Enter all identifying data and list materials stored. The listing of materials stored must correspond to the arrangement established on the Schedule of Contract Payments (form HUD-51000) and each item will be keyed by corresponding item number. This form must be signed as noted.

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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Name and Location of Project	Project Number
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Name of General Contractor	Contract Number
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Name of Subcontractor	Subcontract Number
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Item Number*	Description and Quality	Quantity	Unit of Measure	Unit Price at Site	Total Price
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Amount Carried Forward \$

Item Number*	Description and Quality	Quantity	Unit of Measure	Unit Price at Site	Total Price

Total Amount or Amount Carried Forward \$

Prepared by (Contractor's Representative)	Date (mm/dd/yyyy)	Checked by (Owner's Representative)	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)



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Summary of Materials Stored

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

OMB Approval No. 2577-0157
(exp. 3/31/2020)

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)
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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)

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PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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

Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS PROJECT AND LOCATION PROJECT OR CONTRACT NO. OMB No.: 1215-0149 Expires: 12/31/2011

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EXEMPTIONS OR DEDUCTIONS	(3) WORK CLASSIFICATION	(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
			OT	OR	ST												

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 "furnish 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)(ii) 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 _____ day of _____, _____ (Contractor or Subcontractor) _____; that during the payroll period commencing on the _____ day of _____, _____ (Building or Work) _____, 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 _____

_____ (Contractor or Subcontractor) _____ from the full 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; 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 231 OF TITLE 31 OF THE UNITED STATES CODE.	

Record of Employee Interview Instructions	U.S. Department of Housing and Urban Development Office of Labor Relations	OMB Approval No. 2501-0009 (exp. 10/31/2010)
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Instructions

General:

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 Relations 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?

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 Labor Relations

OMB Approval No. 2501-0009
(exp.01/31/2021)

Public reporting burden for this collection of information is estimated to average 15 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 agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential.**

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 <input type="checkbox"/> No <input type="checkbox"/>		
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?	4c. Pay stub?
				Vacation Yes <input type="checkbox"/> No <input type="checkbox"/> Medical Yes <input type="checkbox"/> No <input type="checkbox"/> Pension Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
5. Your job classification(s) (list all) --- continue on a separate sheet if necessary					
6. Your duties					
7. Tools or equipment used					
CONFIDENTIAL					
8. Are you an apprentice or trainee?	Y <input type="checkbox"/> N <input type="checkbox"/>	10. Are you paid at least time and 1/2 for all hours worked in excess of 40 in a week?		Y <input type="checkbox"/> N <input type="checkbox"/>	
9. Are you paid for all hours worked?	Y <input type="checkbox"/> N <input type="checkbox"/>	11. Have you ever been threatened or coerced into giving up any part of your pay?		Y <input type="checkbox"/> N <input type="checkbox"/>	
12a. Employee Signature			12b. Date		
13. Duties observed by the Interviewer (Please be specific.)					
14. Remarks					
15a. Interviewer name (please print)		15b. Signature of Interviewer		15c. Date of interview	

Payroll Examination

16. Remarks	
17a. Signature of Payroll Examiner	17b. Date

WARRANTY ON LABOR AND MATERIAL

TO: Warren Metropolitan Housing Authority

From: _____

_____, Being duly sworn, deposes and says that:
(Name of Affiant)

1. He/She is the _____ of _____, having a contract
(Title) (Name of Contractor)
with the Warren Metropolitan Housing Authority, dated _____, under Contract
_____, involving work at the Housing Authority Projects named and located
at: _____.
2. That the work performed by _____ shall be fully guaranteed
for the period of _____ year/s. for Labor and Material from the date of contract completion. It
is further stated that such guarantee will require that the response time shall not exceed three [3]
working days from the time of notice being either in writing or by telephone.

Signature of Affiant

Title

Sworn to before me and subscribed in my presence at _____, this _____
Day of _____, 20_____.

Notary Public

My Commission Expires: _____

END OF DOCUMENT

THIS SHEET LEFT INTENTIONALLY BLANK

WAIVER OF LIEN

TO: Warren Metropolitan Housing Authority

From: _____

_____, Being duly sworn, deposes and says that:
(Name of Affiant)

1. He/She is the _____ of _____, having a contract
(Title) (Name of Contractor)
with the Warren Metropolitan Housing Authority, dated _____, under Contract
_____, involving work at the Housing Authority Projects named and located
at: _____.

2. That the work performed by _____ under this contract has
been performed, and all bills and claims for materials, labor and services to employees, subcontractors,
material suppliers or others covering the work required to be performed under the contract have been
paid in full by: _____, and there are not amounts unpaid by
(Name of Contractor)

_____ On the basis of which any lien has been or can be filed for the
(Name of Contractor)
work done under the contract upon this property of the Warren Metropolitan Housing Authority.

Signature of Affiant

Title

Sworn to before me and subscribed in my presence at _____, this _____
Day of _____, 20_____.

Notary Public

My Commission Expires: _____

END OF DOCUMENT

THIS SHEET LEFT INTENTIONALLY BLANK

CERTIFICATE AND RELEASE

TO: Warren Metropolitan Housing Authority

From: _____

Reference: Contract number _____, entered into the _____ day of _____,

20_____, between the Miami Metropolitan Housing Authority, hereinafter referred to as WMHA and

_____, hereinafter referred to as the Contractor. For the Project:

KNOW ALL MEN BY THESE PRESENTS

1. The undersigned hereby certifies that there is due and payable under the Contract and duly approved Change Orders and modifications the undisputed balance of \$_____.
2. The undersigned further certifies that in addition to the amount set forth in Paragraph 1 hereof there are outstanding and unsettled of the following items which he claims are just and due and owing by WMHA to the Contractor.

3. The undersigned further certifies that all work required under this Contract including work required under Change Orders numbered _____ has been performed in accordance with the terms thereof, and that there are no claims of laborers or mechanics for unpaid wages arising out of the performance of this Contract, and that the wage rates paid by the Contractor and all Subcontractors were in conformity with the Contract provisions related to said wage rates.
4. Except for the amounts stated in Paragraphs 1 and 2 hereof, the undersigned has received from WMHA all sums of money payable to the undersigned under of pursuant to the aforementioned Contract or any change of modification thereof.
5. That in consideration of the payment of the amount stated in Paragraph 1 hereof, the undersigned does hereby release WMHA from any and all claims arising under or by virtue of this Contract except the amounts listed in Paragraph 2 hereof; provided, however that if for any reason WMHA does not pay in full amount stated in Paragraph 1, said deduction shall not affect the validity of this release, but the amount so deduct shall be automatically included in Paragraph 2 as an amount which the Contract has not released but will release upon payment thereof. The Contract further certifies that upon payment of the amounts listed in Paragraph 2 hereof, and of any amount which may be deducted from Paragraph 1 hereof, he will release WMHA from any and all claims of any nature whatsoever arising out of said Contract or modification thereof, and will execute such further releases or assurances as WMHA may request.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this:

_____ Day of _____, 20_____.

Signature of Affiant

Title

_____, Being duly sworn, deposes and says that:
(Name of Affiant)

1. He/She is the _____ of _____, and
(Title) (Name of Contractor)
with the Warren Metropolitan Housing Authority, dated _____, under Contract
_____, involving work at the Housing Authority Projects named and located
at: _____.

2. That he/she has read the foregoing Certificate and Release by him subscribed as:
_____ of _____.
(Title) (Name of Contractor)

Affiant further states that the matters and things stated herein are, to the best of his knowledge and belief, true.

Signature of Affiant

Title

Sworn to before me and subscribed in my presence at _____, this _____
Day of _____, 20_____.

Notary Public

My Commission Expires: _____

END OF DOCUMENT

TECHNICAL SPECIFICATIONS

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SECTION 01 10 00 - SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Summary:
 - 1. Contract description.
 - 2. Scope of Work.
 - 3. Contractor's use of premises.
 - 4. Specification conventions.
- B. Contractor / General Requirements
- C. Price and Payment Procedures:
- D. Administrative Requirements:
- E. Submittals:
- F. Quality Requirements:
- G. Temporary Facilities and Controls:
- H. Product Requirements:
- I. Execution Requirements:

1.2 DESCRIPTION OF THE PROJECT DOCUMENTS

- A. The work covered by these specifications consists of furnishing all labor, equipment and materials necessary in connection with a Window and Door Replacement Project at Metropolitan Village for Warren Metropolitan Housing Authority. Work includes items as shown, subject to the terms and conditions of the contract, specifications and the drawings as listed.

1.3 CONTRACT DESCRIPTION

- A. Project Identification: **Window & Door Replacements**
- B. Project Location: Metropolitan Village
- C. Owner: Warren Metropolitan Housing Authority [WMHA]
990 E. Ridge Drive
Lebanon, OH 45036
513.695.3380 phone
- D. Architect: RDA Group Architects, LLC [RDA]
7945 Washington Woods Drive
Dayton, OH 45459
937.610.3440 phone
- E. Work of the Project includes window and door replacements at the Metropolitan Village Housing Site.
- F. Perform Work of Contract under a stipulated sum contract with Owner in accordance with Conditions of Contract.

1.4 SCOPE OF WORK

- A. Work of the Project includes Window & Door Replacements at Metropolitan Village:
 - 1. Removal of the existing aluminum window systems complete.
 - 2. Removal of the existing metal patio doors complete.
 - 3. Removal of the storm doors complete. Turn over storm doors to Owner if directed.

4. Repair of any damaged or deteriorated framing / finishes as is applicable to the window and door replacement.
 5. Installation of new window systems in the original rough openings comprising of the original window operation / function, new screens, safety locks, etc.
 6. Installation of new patio doors in the original rough openings, complete with new hardware and accessories.
 7. Installation of new storm doors.
 8. Installation of interior wood trim / casing / jambs and window stools at applicable to the work.
 9. Installation of new joint sealant at the interior and exterior of the window and door openings.
 10. Removal of existing and installation of new vinyl mini-blinds.
 11. Prep and paint steel lintels at masonry openings.
- B. All materials and labor for work as noted herein for a complete project.
1. **IMPORTANT:** Contractor shall field verify all existing conditions, and coordinate all applicable requirements as related to the scope of the work.
- C. Provide additional materials for attic stock: Turn over attic stock to the Owner.
1. [2] windows of each window type.
 2. [2] patio doors
 3. [2] storm doors
- D. Any ancillary work related to the above work scope including repair of any Contractor damaged finishes within the work area.
- E. Contractor shall be responsible for the appropriate coordination with WMHA.

1.5 CONTRACTOR'S USE OF SITE

- A. The project will need to be sequenced / phased to allow continued occupancy of the dwelling units. The Contractor shall develop a plan and strategy to accomplish the goal. All additional efforts, scheduling, construction duration, etc. shall be considered and included in the bid amount.
- B. All units at Metropolitan Village will be OCCUPIED throughout the duration of the project. Contractor shall take all measures necessary to minimize the impact on the occupants, provide protective measures at areas of work.
1. Work must be undertaken and scheduled to allow continued occupancy.
- C. Contractor shall assist in relocation of Resident equipment and furnishings, etc. as is applicable to the scope of the project and to allow the schedule work.
- D. Perform all work between the hours of 8 AM and 5 PM Monday through Friday, unless work outside these hours and days is requested and granted.
1. No work outside these hours is permitted without explicit Owner approval.

1.6 OWNER/RESIDENT OCCUPANCY

- A. All units are currently occupied. All work shall be coordinated to permit continued occupancy of the units. NO relocation is planned as part of this project.
1. All existing work removed in a day, must have new work installed completely the same day.
- B. Contractor shall be responsible for the appropriate notification of WMHA and Residents. Coordinate with WMHA as appropriate.
- C. All work shall be coordinated to efficiently move from one section of the building to another in a logical fashion around the project sites.
- D. Contractor shall provide a detailed construction schedule with specific dates, activities, etc. to WMHA to coordinate with residents.
1. Coordinate with WMHA to minimize conflict, and to facilitate residents as necessary.
 2. Update schedules as appropriate for weather delays, progress, etc.

- E. Contractor shall provide Resident notification to have Resident relocate any resident belongings, furniture, etc. from the work areas as required to facilitate the work of the contract. Contractor shall notify WMHA of any concerns or conflicts.
- F. Contractor shall erect temporary protection as required to protect jobsite and residents. Provide protection around work areas at the site, public areas, etc.
- G. Daily work wrap up: The Contractor shall plan the work and provide enough manpower to this contract to ensure that work progresses in an orderly manner and the windows and doors are in a useable condition at the end of each day's work. The Contractor shall plan the work and provide enough manpower to this contract to ensure that the windows and doors are installed, safe, and functional at the end of each day's work.
 - 1. Functional use shall mean that the bathroom, kitchen, living room, and bedrooms are usable at the end of the day. Functional also means the ability to secure the unit.
- H. Project shall be staffed every day with a full crew capable of timely completion of work.
- I. Contractor shall have all in-house and sub-contractors staffing scheduled, materials, accessories, etc. on-site and ready for installation prior to beginning work for any particular day. Advise project team if there are issues with scheduling prior to starting of work.

1.7 CONTRACT PERIOD

- A. The time for completion of this contract work is NINETY [90] calendar days from the date of the Notice to Proceed.
- B. The contractor shall notify WMHA in writing 7 days prior to substantial completion of the project.
- C. Coordinate construction schedule/activities with holidays, etc. so as to not inconvenience residents unnecessarily over holiday weekends, etc.
- D. It is anticipated that the work of this contract will begin Spring 2023. It will be up to the Contractor's responsibility to expedite submittals process and order materials to accommodate the construction schedule. Weather conditions will be considered for evaluation of successful completion of the project.
- E. Failure to complete work in the specified contract period will be cause for enforcement of liquidated damages per WMHA requirements.

1.8 SPECIFICATION CONVENTIONS

- A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

1.9 CONTRACTOR / GENERAL REQUIREMENTS

- A. Visit the project sites to verify general and pertinent conditions and take measurements necessary for bidding purposes. Arrangements to visit the site may be made by contacting WMHA at 513.695.3380.
- B. Pay for all permits and inspections necessary to complete all work related to these specifications. Comply with Federal, State, and Local Codes. All work shall comply with HUD General Conditions of the Contract for Construction [HUD Form 5370]
- C. Taxes: Contractor shall pay all applicable taxes, including applicable sales and use taxes, and other taxes as required by governing law. WMHA is a tax-exempt entity. Tax Exempt forms shall be provided upon request.
- D. The Contractor shall provide dumpsters or trash containers needed and shall not use WMHA dumpsters or trash containers at any time for removal of materials, trash, or debris related to the

Contractor's work. Debris shall be removed from the site regularly and be placed within appropriate trash receptacles. All work areas shall be kept neat at all times. Trash shall not be permitted to be left around the site. All considerations must be taken for resident safety. No trash or debris shall be left on the ground.

- E. The Contractor is responsible for furnishing workers with potable drinking water and any/all sanitary requirements for the workers during the project. Use of WMHA facilities and property is prohibited.
- F. Contractor shall provide portable generator or required equipment as needed for the completion of the work. Contractor shall not use WMHA and/or resident electricity.
- G. Remain in compliance with all OSHA STANDARD 1926 – REGULATIONS FOR CONSTRUCTION at all times during project.
- H. IMPORTANT: Failure to show or mention petty details shall not be warranted for the omission of anything necessary for the proper completion of the work.
- I. Contractor shall not take advantage of any clerical errors, omissions, contradictions, or conflicts that may develop in plans, specifications, or details. Such errors, ambiguities and discrepancies shall be reported to the Architect immediately for clarification, revision, or correction prior to the submission of bids. If no notification is given, it shall be assumed that all specifications and conditions will be met.
- J. Submission of a bid shall be considered the Contractor's Certification that the bid is based upon equipment and/or materials that meet or exceed the standards set forth by specification or equipment and/or materials identification. Should a Contractor's product be determined not equal to that specified, the Contractor shall be required to provide and install a product acceptable as equal by the Architect at no additional cost to the Owner.
- K. The submission of a bid shall indicate that the Contractor has visited the project site and is familiar with the conditions as they exist, and the modifications that may be necessary to provide a complete and professional finished project.
- L. The intent of these specifications is to accomplish a Window & Door Replacement project at Metropolitan Village for WMHA. Any minor items required to accomplish this task or other required installations shall be considered in the bid amount, whether or not it is specifically mentioned in the specifications.
- M. There is a strict **NO SMOKING** policy for all work. Any worker found smoking on the jobsite will be subject to removal from the project. No exceptions.
- N. Contract Period
 - 1. Upon issuance of a contract from the Owner, Supply a work start date within [5] working days. A start date and completion date will be negotiated and a notice to proceed will be issued stating those dates. Consideration for material lead-times will be given for establishing the NTP dates.
 - 2. If an extension of time is necessary, a request in writing must be submitted to the Owner at least [14] days prior to the contract completion date.
 - 3. Notify the Architect, in writing, upon determination of any delay in material delivery.
- O. Security: Contractor's Liability for Vandalism
 - 1. Contractor shall be responsible at the Contractor's cost and expense, for the securing and protection of the project which is under the control of the Contractor, and for the repair and replacement of the work until that portion of the work is accepted as completed by the Owner. The Contractor shall take the measures necessary to provide such security.
 - 2. Contractor shall be liable for and shall promptly repair or otherwise remedy any and all damages to said portion of the project and of the accepted construction work caused by vandalism up to \$2,000.00 per incident. Contractor shall indemnify and hold the Owner

harmless from and against all damages, liabilities, costs and expenses, including, without limitation, reasonable attorney fees, which may be imposed upon or incurred by the Owner as a result of the Contractor's failure to comply with the requirements of this section.

- P. Insurance: Contractor shall be required to carry and submit evidence of manufacturer's and contractor's public liability insurance with bodily injury or death and property damage limits of not less than \$500,000/\$500,000/\$500,000 to protect against claims for personal injury or death or damage to property of others and 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 \$500,000 per occurrence. Also comply with the insurance provisions set forth in HUD form 5370, Section 36.
- Q. Contractor shall be required to submit evidence of Worker's Compensation insurance coverage and builder's risk insurance.
- R. Qualifying Contractors and Sub-Contractors: The Owner may require the contractor/sub-contractor to provide references of similar projects, past performance, financial disclosures, etc. in the interest of selection of the lowest and best bidder for the project.
 - 1. The Contractor is responsible for all work performed by Sub-Contractors.
- S. Damages: Any and all damages to Housing Authority Property or resident property shall be repaired equivalent to the existing by the Contractor at no cost to the Authority.
- T. Safety: The work will be accomplished within a high traffic area and the Contractor is responsible for taking all safety precautions necessary or directed to ensure public safety.
- U. Provide appropriate notification of Residents prior to starting work.

1.10 INSTRUCTIONS/RESPONSIBILITIES OF THE CONTRACTOR

- A. Protect all finishes and equipment scheduled to remain.
- B. Contractor shall commence and complete work as noted in the contract.
- C. Contractor shall furnish labor, materials, equipment, and management required to complete the project.
- D. Contractor shall furnish all required logistics required to accomplish the work – including lifts, scaffolding, ladders, trash chutes, safety equipment, etc.
 - 1. All Contractor staging areas and layout areas, etc. shall be coordinated and approved by the Owner prior to the start of the project.
 - 2. Provide protection of all existing pavement, turf, etc. from lifts, lulls, etc. which may be utilized on the project. Restore any and all damage caused by equipment.
- E. Contractor shall visit the site to become thoroughly familiar with all working conditions, check and verify all dimensions, and site conditions. Any dimensions given or referred to in the specification or drawing is to be used purely as approximate and not as a basis for exact amounts for bidding. Contractor shall promptly advise the Architect of any discrepancies, errors with the specifications and drawings before bidding the work.
- F. Contractor to provide a valid Certificate of Insurance, follow all Workman's Compensation requirements and regulations, and conduct all work according to OSHA recognized safe work practices.
- G. All bonds, payment schedule, insurance shall be as noted in the contract documents.
- H. The plans and specifications are intended to depict the general scope, layout and quality of workmanship required, they are not intended to show or describe in detail every item necessary for the proper installation of the work.

- I. Special care shall be taken not to allow dust and debris to fall onto any equipment, material, personnel, or any room below the deck.
- J. The contractor shall provide Safety Data Sheets (SDS) on all products used.
 - 1. Submit directly to Owner. RDA does not review nor approve SDS.

1.11 CONTRACTOR QUALIFICATIONS

- A. The Contractor and/or Sub-contractor must establish their qualifications with WMHA for their ability to complete this type of work. Qualifications may be established by:
 - 1. Providing a letter of approval for the installation of the products from the manufacturer.
 - a. Contractor must be properly trained and approved by the manufacturer for the installation of the products.
 - 2. Providing a recommendation from the supplier of the products.
 - 3. Providing a list of 5 projects (minimum) of similar work with names and addresses that can be used as references.
 - 4. Demonstrating to WMHA the capability to do the work. The Contractor will have a minimum of five years documented experience in similar work.
- B. The Contractor will be responsible for all work performed by the Sub-contractors.

1.12 APPLICABLE REFERENCES, CODES, AND PERMITS

- A. References will be found in each section that applies to that section. In addition, Contractor shall comply with the Ohio Building Code requirements as they relate to the work.
- B. Conform to reference standards by date of issue current as of date of Contract Documents.
- C. When specified reference standard conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Contractor shall procure at his own expense all necessary permits from municipal or other agencies and give all notices required. Fines levied due to non-compliance shall be paid by the contractor.

1.13 CONTRACT ADMINISTRATION

- A. RDA is providing contract administration services for this project to the Owner. However, it shall be the responsibility of the Contractor and Owner to coordinate the proposed work, schedules, installations, permits, inspections, etc. as RDA is not on-site every day.
- B. It is the Contractor's responsibility to contact the RDA for clarification should there be questions regarding the interpretation or intent of the documents, field discovery, etc. that would impact or affect the work as proposed. RDA shall not be liable for deviations, field changes, and Owner changes during construction.
- C. It is the Contractor's responsibility to field confirm all existing conditions, proposed installations and how they interface to ensure the systems can be installed per the intent of the documents and to meet applicable building and zoning codes, local requirements, Owner requirements, provide a watertight detail, meet aesthetic requirements, etc.
- D. It is the Contractor's responsibility to meet all applicable building and zoning codes requirements whether specifically noted herein or not. Building codes represent the minimum acceptable standard.
- E. It is the Contractor's responsibility to install all products, materials, installations, and the like in accordance with applicable industry standards, applicable manufacturer's details and instructions, in accordance with best practices, and building code provisions. The manufacturer details / requirements are the minimum acceptable standard, RDA drawings may require additional work.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. **Beginning new Work means acceptance of existing/job-site conditions.**
- B. Verify utility services are available, of correct characteristics, and in correct location.
- C. Contact OUPS a minimum of 48 hours prior to beginning work to verify location of existing utilities, coordinate requirements as applicable.
 - 1. Contact private utility locating services as required by the conditions. It is the Contractor's responsibility to locate all public and private utilities that may be impacted by the work.

3.2 FIELD VERIFICATION

- A. Prior to ordering materials, Contractor shall verify the actual dimensions of existing conditions and assume responsibility for workable solutions for all new work. Verification that the new work and items are workable for existing conditions while providing adequate clearances is the responsibility of the Contractor.

3.3 PROTECTION

- A. The work shall be accomplished in accordance with the provision of Federal, State American Standard Safety Code for Building Construction and OSHA safety requirements.
 - 1. Contractor shall be responsible for protective railings and guards, tie-offs, fall protection, and other safety measures as required by OSHA, even if not specified. Fall protection is required. RDA is not a safety consultant and as such does not direct the means and methods of compliance with safety regulations.
- B. The Contractor shall protect and maintain all building entrances, interior contents, building exterior and grounds.
 - 1. Return all surfaces to their original condition after all work is complete.
- C. In the event of damages of any kind caused by improper protection. The Contractor shall replace/repair the damages [including interior or exterior equipment] at no expense to the Owner.
- D. Contractor shall comply with all regulations of the Local Fire Department and the Owner's requirement regarding storage and handling of flammable materials, etc. It is the responsibility of the Contractor performing any hot /torch work to comply with the safety provisions of the National Fire Codes pertaining to such work and the contractor shall be responsible for all damage or fines resulting from failure to so comply.

3.4 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

3.5 JOB SUPERINTENDENT/EMPLOYEES

- A. Each prime contractor shall have a qualified foreman on the project at all times when work is being accomplished.
- B. Employees shall refrain from fraternization with building occupants.

- C. The Contractor shall furnish the Owner with a list of personnel with phone numbers that will be working on the project and emergency contacts names and numbers that has the authority to handle emergencies on a 24 hour/seven days a week.

3.6 SAFETY PROGRAM

- A. Contractor must have a written safety program for all operations/ work performed on this project. The documents must be at the job site and be made available to the Owner or RDA when requested.
- B. The Contractor assumes all responsibility for project safety, ways, and means and methods of constructing the project.
- C. In addition, the Owner may require special safety requirements to be performed by the Contractor, these requirements will be provided prior to commencement of work.

3.7 REMOVALS AND CLEANUP

- A. Contractor shall be responsible for the removal, dismantling of items that are required for proper completion of the work as applicable in each section. All debris resulting from the work not designated for reuse becomes the property of the contractor unless stated otherwise.
- B. At the completion of each day, the general contractor shall maintain the work area clean of all debris to the satisfactory of the owner, including all the subcontractors work area.
- C. Provide dumpsters or trash containers needed for the proper removal of project materials, trash, or debris related to the work. Keep all work areas and project sites neat and free of trash and clutter at all times.
 - 1. No Debris, materials, etc. may be left unprotected on the grounds.
 - 2. All exterior staging / dumpster areas shall be fenced / protected.

3.8 SPECIAL PROCEDURES

- A. Materials: As specified in product sections; match existing with new products for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- D. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- E. Remove debris and abandoned items from area and from concealed spaces.
- F. Prepare surface and remove surface finishes to permit installation of new work and finishes.
- G. Remove, cut, and patch Work in manner to minimize damage and to permit restoring products and finishes to original or specified condition.
- H. Refinish existing visible surfaces to remain in renovated rooms and spaces, to renewed condition for each material, with neat transition to adjacent finishes.
- I. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- J. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Architect for review.
- K. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.

- L. Finish surfaces as specified in individual product sections.

3.9 GENERAL PROJECT REQUIREMENTS

- A. Equipment delivery and equipment staging must be coordinated with Owner prior to start of project.
- B. Safety is paramount and all personnel on site must wear appropriate personal protection equipment [PPE]. The Contractor is responsible for means and methods to ensure that proper PPE is provided. Failure to comply may result in dismissal from site.
- C. Barricade work area with appropriate construction grade barriers to establish boundaries of work area and assure safety for all workers and general public. All work areas must be properly barricaded from the general public prior to starting any work.
- D. Job sites will be maintained in an orderly and neat fashion at all times.
- E. Contractor will pre-determine work phases with Owner to minimize disruption of business operations.
- F. **IMPORTANT: Failure to show or mention petty details shall not be warranted for the omission of anything necessary for the proper completion of the work.**
- G. **The plans and specifications are intended to depict the general scope, layout and quality of workmanship required. The documents are not an “instruction manual” to execute the work nor are they intended to show or describe in detail every item necessary for the proper installation of the work. The means and methods required to execute the work described is the sole responsibility of the Contractor. The Contractor shall include the ancillary work required, whether explicitly stated or not, for the proper completion of the work as intended. The Contractor is required to meet or exceed building code requirements, applicable industry standards, ASTM standards, and/or manufacturer installation requirements as they relate to the work.**
- H. **The plans and specifications represent a single complete design package indicating the intended scope of the project in its entirety. As such, the project is structured to be awarded to a single Prime Contractor. The documents do not delineate bid packages or assign responsibilities to any subsequent subcontractors, dictate construction sequencing, nor provide coordination between any “trades”. Such activities are the responsibility of the holder of the construction contract. In the event of a discrepancy within the drawings or between the drawings and the specifications, the more stringent requirement represented in the documents shall prevail.**
- I. Contractor shall not take advantage of any clerical errors, omissions, contradictions, or conflicts that may develop in plans, specifications, or details. Such errors, ambiguities and discrepancies shall be reported to the Architect immediately for clarification, revision, or correction prior to the submission of bids. If no notification is given, it shall be assumed that all specifications and conditions will be met.

END OF SECTION

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SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Prevailing Wage Requirements
- B. Taxes
- C. Schedule of values.
- D. Applications for payment.
- E. Change procedures.
- F. Defect assessment.
- G. Unit prices.
- H. Alternates.
- I. Project Allowances.

1.2 PREVAILING WAGE REQUIREMENTS

- A. This project is subject to prevailing wage and applicable reporting requirements.
- B. Refer to the Prevailing Wage Rates included with the Bid documents. Certified Payroll Reports will be required.
- C. Employee interviews to confirm compliance with the prevailing wage requirements may be accomplished at any time by the Owner. Contractor shall not obstruct or otherwise prevent employee interviews.

1.3 TAXES

- A. Any taxes paid by the contractor will be considered their expense for which no compensation will be made by the owner. [Tax Exempt Project]. Tax Exempt forms can be provided upon request.

1.4 SCHEDULE OF VALUES

- A. Submit schedule on HUD form 51000.
- B. Submit Schedule of Values in duplicate three days prior to the Pre-Construction meeting for approval by Architect and Owner.**
- C. Approved Schedule of Values will be signed at the Pre-Construction meeting.
- D. Format: Utilize Table of Contents of this Project Manual. Identify each line item with number and title of major specification Section. Identify site mobilization/general conditions, bonds and insurance.
- E. Revise schedule of values to list approved Change Orders, with each Application for Payment.

1.5 APPLICATIONS FOR PAYMENT

- A. Submit **three** copies of each application on HUD form 51001. Submit "pencil copy" one week prior to application for review and approval by Architect and Owner.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Monthly. First pay application at 30 days into contract period.

- D. Submit updated construction schedule with each Application for Payment as applicable to the work. Failure to submit the updated construction schedule can delay the processing of the Application for Payment.
- E. Submit all required waivers of lien/partial release of lien, payroll reports as required by WMHA, etc. Failure to submit required paperwork can delay the processing of the Application for Payment

1.6 CHANGE PROCEDURES

- A. The Architect or Owner may issue a Proposal Request including a detailed description of proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change. Contractor will prepare and submit estimate within 5 days.
- B. On Owner's approval of a proposal from Contractor, Owner will issue a Change Order for all changes to Contract Sum and for all changes to the Contract Time.
- C. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation.
- D. Unit Price Change Order: For contract unit prices and quantities, the Change Order must be executed prior to beginning any work. The Order will be based on fixed unit price basis provided in the Bid Form.
- E. Construction Change Order: Architect may issue directive, on HUD Forms signed by Owner, instructing Contractor to proceed with change in the Work. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- F. Change Order Forms: HUD Form 51002 with all required backup documentation.
- G. Correlation Of Contractor Submittals:
 - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
 - 2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
 - 3. Promptly enter changes in Project Record Documents.
- H. The Architect will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on Architect's approved forms.
- I. **Important: All change orders must be fully executed prior to beginning any work. Failure to comply will result in contractor request being denied and completed at no cost to WMHA.**

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/Owner, it is not practical to remove and replace the Work, the Architect/Owner will direct appropriate remedy.
- C. Authority of Architect/Owner to assess defects and identify payment adjustments is final.
- D. Non-Payment For Rejected Products: Payment will not be made for rejected products.

1.8 UNIT PRICES

- A. Architect will take measurements and compute quantities accordingly. Provide assistance in taking of measurements.

- B. Unit Price Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application or installation of item of the Work; overhead and profit.
- C. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Architect/Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.

1.9 UNIT PRICE SCHEDULE

- A. None

1.10 ALTERNATES

- A. Alternates listed on Bid Form will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work.

1.11 SCHEDULE OF ALTERNATES

- A. None

1.12 PROJECT/CONTINGENCY ALLOWANCES

- A. Contingency Allowance: include **\$10,000 [ten thousand dollars]** in the base bid amount of the project for use as a project contingency allowance.
- B. Contractor's costs for Products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change Orders authorizing expenditure of funds from this Contingency Allowance.
- C. Contractor shall not expend or proceed with work outside of the scope of the project which utilizes the contingency allowance without authorization and approval of the Architect and Owner.
- D. Actual expenditures shall be tracked over the duration of the project with any unused funds deducted from the contract at the end of the project. Any unused portion of the allowance will be credited back to WMHA at the completion of the project by a Change Order.
- E. All expenditures shall be identified and documented as they occur, not afterward. Work commenced without the approval of the Owner shall be at the Contractor's risk.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

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SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Pre-installation meetings.
- E. Mock ups
- F. Daily Job Logs.
- G. Cutting and patching.
- H. Special procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirements and 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, operating equipment.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas, conceal pipes, ducts, and wiring within 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 FIELD VERIFICATION

- A. Prior to ordering materials, Contractor shall verify the actual dimensions of existing conditions and assume responsibility for workable solutions for all new work. Verification that new work and items are workable for existing conditions while providing adequate clearances is the responsibility of the Contractor.

1.4 PRECONSTRUCTION MEETING

- A. WMHA will schedule preconstruction meeting after Notice of Award for affected parties.
- B. Owner, RDA, Contractor Project Manager, and Foreman shall be in attendance.
- 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 parties in Contract, and Architect.
 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 7. Scheduling.
 8. Use of premises by Owner and Contractor.
 9. WMHA requirements for procedures and inspections
 10. Construction facilities and controls provided by Owner.
 11. Security and housekeeping procedures.
 12. Application for payment procedures.
 13. Procedures for maintaining record documents.
 14. Requirements for start-up of equipment.
 15. Inspection and acceptance of equipment put into service during construction period.
- D. Architect shall record minutes and distribute copies via email within two days after meeting to participants and those affected by decisions made.

1.5 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at bi-weekly intervals.
- B. Architect will make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.
- C. Attendance Required: Job superintendent, major subcontractors and suppliers, Architect, Owner, as appropriate to agenda topics for each meeting.
- D. Agenda:
 1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems impeding planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of off-site fabrication and delivery schedules.
 7. Maintenance of progress schedule.
 8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding work period.
 10. Coordination of projected progress.
 11. Maintenance of quality and work standards.
 12. Effect of proposed changes on progress schedule and coordination.
 13. Other business relating to Work.
- E. Architect shall record minutes and distribute copies via email within two days after meeting to participants and those affected by decisions made.

1.6 PRE-INSTALLATION MEETINGS

- A. Contractor shall determine any and all necessary pre-installation meetings and shall schedule the same.
- B. When required in individual specification sections, convene pre-installation meetings at Project site prior to commencing work of specific section.
- C. Require attendance of parties directly affecting, or affected by, Work of specific section.
- D. Notify Architect/WMHA one week in advance of meeting date.
- E. Prepare agenda and preside at meeting:

1. Review conditions of installation, preparation and installation procedures.
2. Review coordination with related work.

1.7 MOCK UPS

- A. Accomplish mockups as directed by the Owner / RDA.
- B. Accepted mock-ups are representative of quality required for the Work.
- C. Where mock-up has been accepted by Owner / RDA and is specified in product specification sections to be removed; remove mock-up and clear area when directed to do so.

1.8 DAILY JOB LOGS

- A. Maintain a daily job log that indicates the personnel on-site and activities performed (including all sub-contractors)
- B. Indicate any safety concerns and incidents.
- C. Indicate weather conditions.
- D. Indicate any visitors or other personnel visiting the project site.
- E. Job log shall be accessible to WMHA and Architect upon request.
- F. Coordinate activities / work progress with WMHA.

1.9 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove existing utilities, connections, finishes, etc. as applicable to the work. Remove back to the nearest termination, junction box, etc. as applicable to the work. Coordinate with requirements on the drawings.
- B. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion review.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements affecting:
 1. Structural integrity of element.
 2. Integrity of weather-exposed or moisture-resistant elements.
 3. Efficiency, maintenance, or safety of element.
 4. Visual qualities of sight exposed elements.
 5. Work of Owner or separate contractor.
- C. Execute cutting, fitting, and patching to complete Work, and to:
 1. Fit the several parts together, to integrate with other Work.
 2. Uncover Work to install or correct ill-timed Work.
 3. Remove and replace defective and non-conforming Work.
 4. Remove samples of installed Work for testing.

5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.
- E. Cut masonry and concrete materials using masonry saw or core drill.
- F. Restore Work with new products in accordance with requirements of Contract Documents.
- G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material, to full thickness of penetrated element.
- J. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit. For painted surfaces, paint entire wall from corner to corner, floor to ceiling.
- K. Identify hazardous substances or conditions exposed during the Work to Architect for decision or remedy.

3.2 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Architect/Owner, it is not practical to remove and replace the Work, the Architect/Owner will direct appropriate remedy.
- C. Authority of Architect/Owner to assess defects and identify payment adjustments is final.
- D. Non-Payment For Rejected Products: Payment will not be made for rejected products.

3.3 SPECIAL PROCEDURES

- A. Materials: As specified in product sections; match existing with new products for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- D. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- E. Remove debris and abandoned items from area and from concealed spaces.
- F. Prepare surface and remove surface finishes to permit installation of new work and finishes.
- G. Remove, cut, and patch Work in manner to minimize damage and to permit restoring products and finishes to original or specified condition.
- H. Refinish existing visible surfaces to remain in renovated rooms and spaces, to renewed condition for each material, with neat transition to adjacent finishes.
- I. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- J. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Architect for review.

- K. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- L. Finish surfaces as specified in individual product sections.

END OF SECTION

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SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- D. Product data.
- E. Shop drawings.
- F. Samples.
- G. Manufacturer's instructions.
- H. Construction Photographs

1.2 SUBMITTAL PROCEDURES

- A. All submittals shall be transmitted electronically to the Architect in a PDF format.**
 - 1. Contractor shall utilize **Adobe Acrobat** (or similar software) to have the full ability to add comments, edits, signatures, etc. to the submittals and information submitted.
 - 2. Contractor shall not simply download information directly from a manufacturer's website without a review of the information and **identifying the particular products being utilized**. Submittals transmitted to the Owner in this manner will be rejected and require re-submittal.
- B. Transmit each submittal with Approved Cover Sheet. Each submittal shall have a cover sheet. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal. Cover Sheet will be page 1 of the PDF.
- C. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- D. Electronic file name shall contain the submittal number, revision, and description. File naming convention shall be consistent for all submittals.
 - File naming examples:
 - Sub 01-concrete.pdf
 - Sub 01A-Concrete Mix Data.pdf
- E. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- F. Schedule submittals to expedite Project, and deliver to Owner. Coordinate submission of related items.
- G. For each submittal for review, allow 5 days excluding delivery time to and from Contractor.
- H. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.
- I. Allow space on submittals for Contractor and Architect review stamps.
- J. When revised for resubmission, identify changes made since previous submission.
- K. Distribute copies of reviewed submittals as appropriate (electronically as appropriate). Instruct parties to promptly report inability to comply with requirements.

L. All submittals shall be completed within the first 15 days of the project.

1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Utilize **Microsoft Project Schedule** or similar spreadsheet with separate line for each major section of Work or operation, identifying first work day of each week.
- B. Illustrate order and interdependence of activities and sequence of work; how start of given activity depends on completion of preceding activities, and how completion of activity may restrain start of subsequent activities. Illustrate complete sequence of construction by activity, identifying work of separate buildings/units.
- C. Submit initial progress schedule in duplicate within 3 days prior to the Preconstruction meeting for Architect/Owner review. Schedule will be reviewed and approved at the Preconstruction Meeting by all project team members.
- D. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.
- E. Participate in joint review and evaluation of project schedule with Owner at each submittal.
- F. Evaluate project status to determine work behind schedule and work ahead of schedule. Indicate changes required to maintain Date of Substantial Completion.
- G. After review, revise project schedule incorporating results of review, and resubmit electronically to all parties within 3 days.

1.4 PROPOSED PRODUCTS LIST

- A. Within 5 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. All products for the project shall be ordered in the first 15 days of the contract or after accepted mockup as applicable. Contractor's failure to order materials is not a reason for a time extension or selection of an alternate material. This is imperative to allow work as scheduled.**
- C. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 PRODUCT DATA

- A. Product Data: Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Submit 1 copy of each submittal electronically.
- C. After review, Architect will forward the approved submittal electronically to the contractor.
- D. The contractor shall maintain a file of the submittals for use on the project.
- E. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- F. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- G. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.6 SHOP DRAWINGS

- A. Shop Drawings: Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.
 - 1. Include signed and sealed calculations to support design.
 - 2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 - 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. Submit 1 copy of each submittal electronically.
- E. After review, Architect will forward the approved submittal electronically to the contractor.
- F. The Contractor shall maintain a file of the submittals for use on the project.
- G. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.7 SAMPLES

- A. Physical Samples: Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
 - 1. Physical samples are required to allow Architect to make selections for color and finish. Electronic images of colors/finishes, etc. are not sufficient.
- B. Samples For Selection as Specified in Product Sections:
 - 1. Submit to Architect for aesthetic, color, or finish selection.
 - 2. Submit samples of finishes from full range of manufacturers' standard colors, textures, and patterns for Owner selection.
- C. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- D. Submit samples of finishes from full range of manufacturer's standard colors and in custom colors where noted in individual specification sections, textures, and patterns for Architect/Engineer's selection.
- E. Include identification on each sample, with full Project information.
- F. Submit 2 copies of each sample, Architect will retain 1 copy.
- G. Reviewed samples which may be used in the Work are indicated in individual specification sections.
- H. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01 70 00 - Execution and Closeout Requirements.

1.8 CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

1.9 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Architect in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.10 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification sections, submit certifications by manufacturer to Architect/Engineer.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

1.11 CONSTRUCTION PHOTOGRAPHS

- A. Provide digital photographs of construction throughout progress of Work as taken by project superintendent as applicable to document the existing conditions, work in progress, completed work, project wrap up, etc. It is in the best interest of the contractor to document the conditions as this is an occupied unit project.
- B. Deliver photographs to Architect/Owner upon request on CD. Catalog and index in chronological sequence with date indexed.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SUBMITTAL COVER SHEET

Submittal # _____

Project Name:

Date:

Owner: Warren Metropolitan Housing Authority
990 E. Ridge Drive
Lebanon, OH 45036

Architect: RDA Group Architects
7945 Washington Woods Drive
Dayton, Ohio 45459

General Contractor:

Specification Section _____

Supplier/Manufacturer _____

Product/Model _____

Contractor Comments: _____

We have reviewed, checked, and approved for compliance with the contract documents.

Signature

Date

Architect Comments:

Reviewed

Reviewed As Noted

Revise and Resubmit

Rejected

Signature

Date

The submittal reviewed for this project and indicated above has been reviewed for compliance with the design intent of the bid documents. It does not release the contractor from complying in full with the requirements of the bid documents, building code, UFAS requirements, LEED requirements, and any other requirements for the successful completion of the project. The contractor shall perform all necessary duties such as field verification of dimensions, locations, and installation requirements.

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SECTION 01 40 00 - QUALITY REQUIREMENTS/PROJECT INSPECTION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality control and control of installation.
- B. WMHA Construction Inspection Procedures
- C. Tolerances
- D. References.
- E. Mock-up requirements.
- F. Examination & Inspection.

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

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

1.3 WMHA CONSTRUCTION INSPECTION PROCEDURES

- A. WMHA Staff have clear goals with regard to the importance of thorough construction inspection that ensures compliance with the bid documents. The compliance documents shall include the project specifications, drawings, contract, notice to proceed, codes, regulations and ordinances.
- B. WMHA intends for a WMHA Staff (Project Manager) and an A/E representative to routinely monitor the Contractor's work and progress on all projects. Quality control is an important element which is the responsibility of the General Contractor. The general contractor shall provide full cooperation with all inspection steps through the construction process and include such coordination in the base bid of the project.
- C. Accessibility to the work shall be arranged by the Contractor. The necessary ladders, scaffolding, hoisting, etc shall be provided by the contractor in order to make all areas of the work available to the construction inspector and consultant. The contractor shall have his authorized representative (superintendent) available to interface with and assist with the inspection process.
- D. Acceptance of Conditions:
 - 1. Work shall not proceed when there is a construction deficiency document in place that has not been cleared.

2. Work shall not proceed until required mock-ups have been completed have been accepted. Subsequent work in like kind shall be equal to or better than the mock-up.
- E. Prior to final completion, the Contractor is to be required to inspect all of his work. He shall correct any deficiencies and enter a document that all of the contracted for work has been completed within the scope of the contract and request "final inspection" by the Architect and WMHA.**
- F. The final inspection shall result in either complete acceptance or generation of a punch list that is to be corrected in a timely manner and back punched by Architect and WMHA.
- G. If work that is clearly not complete, the Punchlist will be suspended until such time that it is evident that the Contractor has completed and reviewed/inspected their own work.**
- H. If it is clear to the project team that the work is not complete on two or more occasions, the Architect shall invoice the Contractor for the additional time to conduct and document multiple punchlists. This shall be billed at the prescribed billing rate at the time of the Punchlist.**
- I. The final inspection acceptance shall include approval and sign-off by the construction inspector, construction coordinator and consultant. Sign off approvals
- J. The warranty blanketing the contract will not be allowed to commence until all work under the contract is completed and accepted for beneficial use by WMHA.
- K. An anniversary inspection for the one year interval following acceptance of the project shall be performed and documented by the project manager and RDA.

1.4 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. When manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.5 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, except where specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. When specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in reference documents.

1.6 MOCK-UP REQUIREMENTS

- A. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- B. Accepted mock-ups shall be comparison standard for remaining Work follow requirements of individual sections.

- C. Provide a complete mockup of a complete system repair for review by Owner and Architect. This shall be the basis for acceptance for the duration of the project.
- D. Provide a complete mockup of a complete coating system application for review by Owner and Architect. This shall be the basis for acceptance for the duration of the project.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

3.3 INSPECTIONS

- A. Document work/project conditions through the course of the work by maintaining written logs and digital photographs of the work.

END OF SECTION

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SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities
- B. Construction Facilities
- C. Temporary Controls
- D. Removal of utilities, facilities, and controls

1.2 SITE CONTROL

- A. WMHA shall maintain site/building control for the duration of the project.

1.3 TEMPORARY ELECTRICITY

- A. Provide portable generators as necessary to perform work. Contractor shall pay for use of generators and energy consumed.
- B. Permanent convenience receptacles from building common areas may be utilized during construction. No power shall be utilized from resident / tenant power source.

1.4 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. NOT APPLICABLE

1.5 TEMPORARY HEATING/COOLING

- A. NOT APPLICABLE

1.6 TEMPORARY VENTILATION

- A. NOT APPLICABLE

1.7 TELEPHONE SERVICE

- A. Provide, maintain, and pay for cellular telephone service for project superintendent.

1.8 EMAIL

- A. Provide email service for project superintendent. **Email communication will be an important tool for all information and communication on this project.**

1.9 TEMPORARY WATER SERVICE

- A. Connect to existing water source for construction operations. WMHA will pay for cost of water used.
- B. Extend branch piping with outlets located so water is available by hoses with threaded connections.
- C. Provide potable drinking water for workers.

1.10 TEMPORARY SANITARY FACILITIES

- A. Provide temporary sanitary facilities for use during construction. Maintain daily in clean and sanitary condition. Protect as required.
- B. Contractor may use building common area toilet facilities for temporary facilities if approved by the Owner.

1.11 STAGING AREA / MATERIAL STORAGE

- A. There is not on-site storage available for the Contractor's use in the building. Contractor shall provide suitable storage via portable storage containers, etc. maintained for the project.
- B. Coordinate with Owner on acceptable location of project staging and material storage area.
- C. Owner will make reasonable effort to provide suitable space on the site for the Contractor to set up operations. Moving from this space may be necessary when instructed by the Owner and shall be accomplished without charge to the Owner. Cooperate with Owner to minimize conflict from Owner's operations.
- D. Exterior project staging area if provided shall be enclosed with a minimum of a 6' high chain link fence to the satisfaction of the Owner.

1.12 FIELD OFFICES AND SHEDS

- A. Provide securable on-site space for storage as required by the Contractor. Contractor shall coordinate with WMHA for approved location of such storage space.
- B. Provide location where field drawings and related documents can be safely stored on-site out of weather to prevent damage. Protect as required.

1.13 VEHICULAR ACCESS

- A. Utilize existing parking lot for construction activities. Contractor shall not block or prohibit vehicular access to buildings. Do not allow driving/parking in turf areas. Coordinate approved Contractor parking/access with WMHA.
- B. Provide unimpeded access for emergency vehicles. Maintain 20 feet wide driveways with turning space between and around combustible materials.
- C. Provide and maintain access to fire hydrants and control valves free of obstructions.

1.14 PARKING

- A. Use of designated existing on-site driveways used for construction traffic is permitted. Tracked vehicles not allowed on paved areas. Do not block resident vehicles.
- B. Use of designated areas of existing parking facilities used by construction personnel is permitted.
- C. Do not allow heavy vehicles or construction equipment in parking areas.
- D. Maintenance:
 - 1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
 - 2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.
- E. Removal, Repair:
 - 1. Repair existing and permanent facilities damaged by use, to original or specified condition.

1.15 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition **DAILY**.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing spaces.

- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and rubbish from site daily and dispose off-site. Sort and recycle as applicable.
- E. Provide dumpsters or trash containers needed for the proper removal of project materials, trash, or debris related to the work. Keep all work areas and project sites neat and free of trash and clutter at all times. Project site consists of occupied apartment/dwelling units. Do not leave trash around the project site. Take all considerations necessary for safety.

1.16 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 prevent damage.
- C. Protect finished pavement, concrete, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- D. Prohibit traffic or storage upon waterproofed or roofed surfaces, finished surfaces, etc as is applicable to the work. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer and provide all required protection as determined necessary. Any damage caused shall be repaired to like new condition.
- E. Prohibit traffic from landscaped areas.

1.17 FIRE PREVENTION FACILITIES

- A. Prohibit smoking within building or on site under construction. **NO SMOKING IS PERMITTED ON SITE [INTERIOR OR EXTERIOR]. NO EXCEPTIONS.**
- B. Establish fire watch for cutting and welding and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.
- C. Portable Fire Extinguishers: NFPA 10; 10 pound capacity, 4A-60B: C UL rating.
 - 1. Provide one fire extinguisher at each building under construction.
 - 2. Provide minimum one fire extinguisher in storage shed.

1.18 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas.
- B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.
- C. Protect Work existing premises from theft, vandalism, and unauthorized entry.

1.19 SECURITY

- A. Security Program:
 - 1. Protect Work and existing premises from theft, vandalism, and unauthorized entry.
 - 2. Maintain program throughout construction period until Owner occupancy
- B. Entry Control:
 - 1. Restrict entrance of persons into Project site.
 - 2. Allow entrance only to authorized persons with proper identification.
 - 3. Maintain log of workers and visitors, make available to Owner on request.

1.20 DUST CONTROL

- A. Execute work by methods to minimize raising dust from Construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into atmosphere and to other areas of the unit. Provide temporary visqueen (or similar) dust control measures to minimize the spread of dust and debris. Provide drop cloths, protective coverings as necessary.
- C. Provide temporary visqueen dust control measures to minimize the spread of dust and debris. Provide drop cloths, protective coverings as necessary.
- D. Provide protection of existing HVAC / distribution systems.

1.21 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

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. Product requirements.
- B. Product options and substitution procedures.
- C. Equipment electrical characteristics and components.

1.2 MANUFACTURED PRODUCTS

- A. Where a particular system, product, or material is specified by name it shall be considered a standard and most satisfactory for its particular purpose. Any other product or material considered equal or better in all respects must be approved by the Architect prior to bidding.
- B. All products used on this project shall be new, unless otherwise noted on the drawings or as specified herein.

1.3 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components specifically identified for reuse.
- B. Provide interchangeable components of same manufacturer for components being replaced.
- C. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.
- D. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.
- E. **Products shall be ordered in the first 15 days of the contract or upon approval of mockup. Provide documentation of orders upon request.**
- F. **It shall be solely the Contractor's responsibility to order products to allow timely delivery for installation. The failure to order materials early in the project shall not be a reason for a contract time extension or additional costs related to expedited shipping and/or delivery. Nor shall this be a reason for a product substitution.**

1.4 LABELING

- A. Attach label from agency approved by authority having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label.
 - 1. Model number.
 - 2. Serial number.
 - 3. Performance characteristics.

1.5 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure 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.

1.6 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- D. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- E. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.7 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 one of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.
 - 1. RDA/Owner is the decision maker if the proposed "approved equal" is in fact equal and approved. Any decision rendered is final.
 - 2. Any Contractor, Sub-contractor, or Supplier who makes their own judgement as to "approved equal" and includes within their bid without a formal approval is doing so at their own risk.

1.8 PRODUCT SUBSTITUTION PROCEDURES

- A. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- B. A request constitutes a representation that the Bidder:
 - 1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
 - 2. Will provide same warranty for Substitution as for 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.
- C. Substitution Procedures
 - 1. **Submit copy of request for Substitution for consideration to RDA no later than 10 days before bid opening date.**
 - 2. Submit shop drawings, product data, and applicable certified test results attesting to proposed product equivalence. Burden on proof is on proposer. Limit each request to one proposed substitution.
 - 3. RDA will notify Contractor in writing of decision to accept or reject request within 5 days of receipt of request or request additional information or documentation for evaluation.
 - 4. RDA will consider requests for Substitutions by the Bidder only [not materials suppliers, etc].
- D. Substitutions will not be considered when they are indicated or implied on Submittals, without written request or when acceptance will require revision to the Contract Documents.
- E. If the Substitution will require modifications to the Contract / Bidding Documents, the cost for updating the documents shall be paid by the Contractor making the request.

- F. Substitutions will not be considered after award of the project without justification.
- G. Approved substitutions will be identified by Addenda.
 - 1. Bidders shall not rely upon approvals made in any other manner.
- H. Substitutions will be considered when Product becomes unavailable through no fault of Contractor.

PART 2 PRODUCTS

2.1 EQUIPMENT ELECTRICAL CHARACTERISTICS AND COMPONENTS

- A. Wiring Terminations: Furnish terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Include lugs for terminal box.
- B. Cord and Plug: Furnish minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

2.2 TOLERANCES

- A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply fully with manufacturer's tolerances.

PART 3 EXECUTION

Not Used.

END OF SECTION

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SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Punchlist
- D. Demonstration and instructions.
- E. Testing, adjusting and balancing.
- F. Protecting installed construction.
- G. Project record documents.
- H. Operation and maintenance data.
- I. Spare parts and maintenance products.

1.2 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's review.
- B. Provide submittals to Owner required by authorities having jurisdiction.
- C. Provide WMHA final inspection approvals from the Building Inspectors.
- D. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.3 FINAL CLEANING

- A. Execute final cleaning basis at completion of work at each walkway prior to final project assessment.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces.
- C. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.
- D. Clean site; sweep paved areas, rake clean landscaped surfaces.
- E. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.4 PUNCHLIST

- A. The Contractor shall review and inspect all work prior to notifying the Owner for a Punchlist inspection of the work. Provide written documentation certifying review along with documentation of Contractor generated Punchlist.
- B. If work is clearly not complete, the Punchlist will be suspended until such time that it is evident that the Contractor has completed and reviewed/inspected their own work.**
- C. The Contractor shall review and provide the noted repairs and corrective work necessary at each of the Punchlist inspections to allow project close out.
- D. The Contractor shall provide the calendar time indicated within the bid documents for completion of these Punchlist inspections.

- E. **NOTE: Punchlists will be completed throughout the duration of the project to provide acceptance of the work on a unit by unit basis. Contractor shall plan accordingly.**

1.5 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled times, at Project Site location.
- D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- E. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time at equipment location/project site.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

1.6 TESTING, ADJUSTING AND BALANCING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Contractor shall retain services of independent firm to perform testing, adjusting, and balancing if applicable. Cost for these services shall be included in the bid amount.
- C. Reports will be submitted by independent firm to Architect/Engineer indicating observations and results of tests and indicating compliance or non-compliance with specified requirements and with requirements of Contract Documents.
- D. Cooperate with independent firm; furnish assistance as requested.
- E. Re-testing required because of non-conformance to specified requirements will be the responsibility of the Contractor.

1.7 PROTECTING INSTALLED CONSTRUCTION

- 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 prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic from landscaped areas.

1.8 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Directives/Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.

6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. 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.
- F. Submit documents to Architect.

1.9 OPERATION AND MAINTENANCE DATA

- A. Submit ONE set prior to final inspection, bound in 8-1/2 x 11 inch text pages, three D side ring binders with durable plastic covers.
 1. **Submit one copy for review by the Architect/Owner, electronic submission preferred.** Submit at 75% of overall gross contract completion. Failure to submit O+M at this point will delay Applications for Payment.
 2. Prepare one final copy upon approval and correction of any missing or deficient items by the Architect/Owner.
 3. Provide (2) CDs of the O+M Manual in PDF format that is formatted and organized to match the hard copy.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS" and title of project. Label on the front and spine of the binder.
- C. Internally subdivide binder contents with permanent page dividers, logically organized, with tab titles legibly printed under reinforced laminated plastic tabs.
- D. Contents:
 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, subcontractors, and major equipment suppliers.
 2. Part 2: Operation and maintenance instructions, arranged by system.
 - a. Building Products, Equipment, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations.
 - b. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.
 - c. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and special operating instructions.
 - d. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
 - e. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
 - f. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
 - g. Include original shop drawing submittals, fold larger submittals to fit into binder.
 3. Part 3: Project documents and certificates.
 - a. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers.
 4. Part 4: Other documentation required.

1.10 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Furnish spare parts, maintenance, and extra products in quantities specified in individual specification sections.
- B. Deliver to Owner and place in location as directed ; obtain receipt prior to final payment. Items shall be boxed and labeled with contents.

1.11 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Provide a labor and materials workmanship warranty for the period of not less than one year from the date of contract completion for all work, installations, and materials included in the project. Provide manufacturer warranties to supplement warranty where noted.
 - 1. Provide notarized copies.
- B. Obtain warranties and bonds executed by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of project.
- C. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- D. Verify documents are in proper form, contain full information, and are notarized.
- E. Co-execute submittals when required.
- F. Submit prior to final Application for Payment.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 02 41 16 - SELECTIVE DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Demolishing designated construction.
 - 2. Cutting and alterations for completion of the Work.
 - 3. Protecting items designated to remain.
 - 4. Removing demolished materials.

1.2 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of capped utilities, concealed utilities discovered during demolition and any subsurface obstructions or conditions that require noting.

1.3 QUALITY ASSURANCE

- A. Conform to applicable code for demolition work, dust control, protection, products requiring electrical disconnection and re-connection

1.4 SCHEDULING

- A. Schedule Work to coincide with improvements of the building.
- B. Coordinate utility and building service interruptions with Owner.
- C. Do not disable or disrupt site fire or life safety systems without three days prior written notice to Owner.

1.5 PROJECT CONDITIONS

- A. Cease operations immediately if structure appears to be in danger and notify Architect. Do not resume operations until directed.

PART 2 PRODUCTS

NOT APPLICABLE

PART 3 EXECUTION

3.1 PREPARATION

- A. Notify affected utility companies before starting work and comply with their requirements.
- B. Call Local Utility Line Information service not less than three working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- C. Mark location and termination of utilities.
- D. Erect, and maintain temporary barriers and security devices including warning signs and lights, and similar measures, for protection of the public, Owner, and existing improvements indicated to remain.
- E. Do not disable or disrupt building fire or life safety systems without 3 days prior written notice to Owner.
- F. Do not close or obstruct building egress path.
- G. Protect existing structure / items to remain.

3.2 SALVAGE REQUIREMENTS

- A. Coordinate with Owner to identify building components and equipment required to be removed and delivered to Owner.
- B. Tag components and equipment Owner designates for salvage.
- C. Protect designated salvage items from demolition operations until items can be removed.
- D. Carefully remove building components and equipment indicated to be salvaged.
- E. Disassemble as required to permit removal from building.
- F. Package small and loose parts to avoid loss.
- G. Mark equipment and packaged parts to permit identification and consolidation of components of each salvaged item.
- H. Prepare assembly instructions consistent with disassembled parts. Package assembly instructions in protective envelope and securely attach to each disassembled salvaged item.
- I. Deliver salvaged items to location identified by MMHA. Obtain signed receipt from MMHA.

3.3 DEMOLITION

- A. Provide all demolition and removals necessary for the proposed work. Work includes abandoned equipment, building components that are required to be removed accomplish work.
- B. Conduct demolition to minimize interference with occupied buildings/units.
- C. Maintain protected egress from and access to adjacent existing buildings/units at all times.
- D. Do not close or obstruct roadways or sidewalks without permits.
- E. Demolish in orderly and careful manner. Protect existing improvements.
- F. Carefully remove building components indicated to be reused.
- G. Confirm with MMHA personnel prior to demolition to verify any items to be salvaged and turned over to MMHA.
- H. Disassemble components as required to permit removal.
- I. Box and label contents for all items scheduled to salvage. Obtain sign off.
- J. Remove demolished materials from site except where specifically noted otherwise. Do not burn or bury materials on site.
- K. Remove materials as Work progresses. Upon completion of Work, leave areas in clean condition.
- L. Remove temporary Work.

3.4 CLEAN UP

- A. Remove demolished materials from site as work progresses.
- B. Leave areas of work in clean condition.

END OF SECTION

SECTION 06 10 00 - ROUGH CARPENTRY

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes structural wall and roof framing, built-up structural members, non-structural framing, wall/roof sheathing; flashings; blocking and related furring and framing materials.

1.2 REFERENCES

- A. American National Standards Institute:
1. ANSI A135.4 - Basic Hardboard.
 2. ANSI A208.1 - Mat-Formed Wood Particleboard.
- B. American Wood-Preservers' Association:
1. AWPA M4 - Standard for the Care of Preservative-Treated Wood Products.
 2. AWPA U1 - Use Category System: User Specification for Treated Wood.
- C. ASTM International:
1. ASTM C1396/C1396M - Standard Specification for Gypsum Board.
 2. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
 3. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
 4. ASTM F1667 - Standard Specification for Driven Fasteners: Nails, Spikes, and Staples.
- D. Forest Stewardship Council:
1. FSC Guidelines - Forest Stewardship Council Guidelines.
- E. Green Seal:
1. GS-36 - Aerosol Adhesives.
- F. National Lumber Grades Authority:
1. NLGA - Standard Grading Rules for Canadian Lumber.
- G. Northeastern Lumber Manufacturers Association:
1. NELMA - Standard Grading Rules for Northeastern Lumber.
- H. South Coast Air Quality Management District:
1. SCAQMD Rule 1168 - Adhesive and Sealant Applications.
- I. Southern Pine Inspection Bureau:
1. SPIB - Standard Grading Rules for Southern Pine Lumber.
- J. U.S. Department of Commerce National Institute of Standards and Technology:
1. DOC PS 1 - Construction and Industrial Plywood.
 2. DOC PS 2 - Performance Standard for Wood-Based Structural-Use Panels.
 3. DOC PS 20 - American Softwood Lumber Standard.
- K. West Coast Lumber Inspection Bureau:
1. WCLIB - Standard Grading Rules for West Coast Lumber.
- L. Western Wood Products Association:
1. WWPA G-5 - Western Lumber Grading Rules.

1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with the following agencies:
1. Lumber Grading Agency: Certified by DOC PS 20.

2. Wood Structural Panel Grading Agency: Certified by EWA - The Engineered Wood Association.
 3. Plywood Grading Agency: Certified by APA.
 4. Lumber: DOC PS 20.
 5. Wood Structural Panels: DOC PS 1 or DOC PS 2.
- B. Perform Work in accordance with Ohio Building Code.
- C. Apply label from agency approved by authority having jurisdiction to identify each preservative treated and fire retardant treated material.

PART 2 PRODUCTS

2.1 LUMBER MATERIALS

- A. Lumber Grading Rules: SPIB, ASLS.
- B. Beam Framing: southern yellow pine species, No. 1 grade, 2" and wider size classification, 19 percent maximum moisture content.
- C. Joist Framing: southern yellow pine species, No. 1 grade, 2" and wider size classification, 19 percent maximum moisture content.
- D. Columns: southern yellow pine species, No. 2 grade, 4" and wider size classification, 19 percent maximum moisture content.
- E. Non-structural Light Framing: Stress Group D, spruce, pine, fir species, 19 percent maximum moisture content.
- F. Studding: Stress Group D, spruce, pine, fir species, 19 percent maximum moisture content.
- G. Sill Plate: AWPAC2 Lumber, Stress Group D, spruce, pine, and fir species, and 19 percent maximum moisture content, pressure preservative treated.

2.2 SHEATHING MATERIALS

- A. Wall Sheathing:
 1. 1/2 inch thick sheathing to match existing – field verify conditions as applicable.

2.3 FIREBLOCKING AND FIRESTOPPING

- A. Fireblocking: Solid lumber, structural wood panel, or particleboard.
 1. Solid lumber nominal 2 inches thick.
 2. Structural wood panel 23/32 inch thick with joints backed by structural wood panel.

2.4 ACCESSORIES

- A. Fasteners and Anchors:
 1. Fasteners: ASTM A153/A153M, hot dipped galvanized steel for high humidity and treated wood locations, unfinished steel elsewhere.
 2. Nails and staples: ASTM F1667.
- B. Die Stamped Connectors: galvanized steel, specific type/profile as applicable
- C. Structural Framing Connectors: Galvanized steel, sized to suit framing conditions.
 1. Simpson or Equal.
- D. Anchors: Toggle bolt type for anchorage to hollow masonry. Expansion shield and lag bolt type for anchorage to solid masonry or concrete. Powder actuated fasteners into slab. Hilti or Equal. All anchors sized to suit application and loads.

2.5 WOOD TREATMENT

- A. Wood Preservative (Pressure Treatment): AWPA U1, Commodity Specification A-Sawn Products or F-Wood Composites using water-borne preservative with .25 pcf retention.
- B. Moisture Content After Treatment: Kiln dried (KDAT).
 - 1. Lumber: Maximum 19 percent.
 - 2. Structural Panels: Maximum 15 percent.

PART 3 EXECUTION

3.1 FRAMING

- A. Set structural members level and plumb, in correct position.
- B. Fasten framing in accordance with Ohio Building Code.
- C. Place horizontal members crown side up.
- D. Make provisions for erection loads, and for sufficient temporary bracing to maintain structure safe, plumb, and in alignment until completion of erection and installation of permanent bracing.
- E. Provide all required shoring and temporary bracing required to support structure prior to removing any load-bearing components.
- F. Construct load bearing framing members full length without splices.
- G. Double members at openings. Space short studs over and under opening to stud spacing.
- H. All exterior framing intended to be left exposed to weather shall be pressure treated and anchored with galvanized fasteners and appropriate connectors.
- I. All framing in contact with concrete shall be treated.

3.2 SHEATHING

- A. Install sheathing over framing members in full size sheets in accordance with APA Construction Guide.
- B. Fasten sheathing in accordance with Ohio Building Code.

3.3 FIREBLOCKING AND DRAFTSTOPPING

- A. Install fireblocking to cut off concealed draft openings as required.
 - 1. Connections Between Horizontal and Vertical Spaces: Install fireblocking between vertical walls and partitions and the following:
 - a. Horizontal floor and roof framing.
 - b. Soffits, dropped ceilings, cove ceilings and other horizontal concealed spaces.

3.4 SITE APPLIED WOOD TREATMENT

- A. Treat site sawn cuts. Brush apply one coat of preservative treatment on untreated wood in contact with cementitious materials.
- B. Allow preservative to cure prior to erecting members.

3.5 TOLERANCES

- A. Framing members: ¼ inch from indicated position, maximum.

END OF SECTION

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SECTION 06 20 00 - FINISH CARPENTRY

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes interior and exterior finish carpentry items, hardware and attachment accessories.

1.2 SUBMITTALS

- A. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, finishes, and accessories.

1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with AWI Quality Standards, Custom Grade.
- B. Surface Burning Characteristics: Maximum 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.

PART 2 PRODUCTS

2.1 EXTERIOR FINISH CARPENTRY

- A. Brickmold: Finger jointed pine; WM 180 profile; 1-1/4 inch x 2 inch brick mold; prep for painted finish
- B. Miscellaneous Exterior Trim: Clear pine. 1x / 2x material by widths as indicated on drawings and to match existing conditions. Prep for new metal wrap / cladding per the drawings.

2.2 INTERIOR FINISH CARPENTRY

- A. Clear pine lumber and moldings for stained finish [match existing]. Grade in accordance with AWI Custom, clear white pine or poplar species, plain sawn, maximum moisture content of 6 percent.
- B. Window Stool: Solid Surface
 - 1. Solid Surface: Solid polymer fabrication: Non-porous, homogeneous filled acrylic maintaining the same composition throughout the part with a composition of acrylic polymer; not coated, laminated or of composite construction meeting ANSI Z124.3 and 6, Type 6. Color as selected from full range of colors included premium colors. As manufactured by Formica, Wilsonart, Corian, or Equal.
 - a. Fabricate for installation at window stools. Minimum of 1/2" thick with eased edges.
 - b. Superficial damage to a depth of .010" shall be repairable by sanding and polishing.

2.3 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Fasteners: Size and type to suit application, stainless steel for exterior, high humidity and treated wood locations, plain finish elsewhere.
 - 2. Nails and Staples: ASTM F1667.
- B. Contact Adhesives: Water Base type.
- C. Primer: Alkyd primer sealer type.
- D. Hardware: as required to suit application.

2.4 FABRICATION

- A. Fabricate to AWI Custom standards.

2.5 SHOP FINISHING

- A. Sand work smooth and set exposed nails and screws.
- B. Apply wood filler in exposed nail and screw indentations.
- C. Seal internal surfaces and semi-concealed surfaces.
- D. Seal surfaces in contact with cementitious materials.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify field conditions are acceptable and are ready to receive work.

3.2 PREPARATION

- A. Prime paint surfaces of items or assemblies in contact with cementitious materials, before installation.

3.3 INSTALLATION

- A. Install work in accordance with AWI Custom quality standard.
 - 1. Set and secure materials and components in place, plumb and level.
 - 2. Install trim by nails.
 - 3. Miter trim and return to wall where applicable.
 - 4. Install hardware.
- B. Preparation For Finish:
 - 1. All exterior trim shall be prepped for metal wrap / cladding, except for brick mold at doors.
 - 2. Sand work smooth and set exposed fasteners. Apply wood filler in exposed fastener indentations.
 - 3. Site Finishing: Refer to Section 09 90 00.

3.4 SCHEDULES

- A. Exterior:
 - 1. Brickmold at exterior doors: rot resistant composite, painted
 - 2. Miscellaneous trim: clear pine, painted or wrapped with metal per details.
- B. Interior
 - 1. Miscellaneous interior trim: clear pine, ranch profile [or match existing as appropriate] refer to details. Coordinate with field conditions. Painted finish.
 - 2. Casing: clear pine, ranch profile [or match existing as appropriate] refer to details. Coordinate with field conditions. Painted finish.
 - 3. Window Stools: 1/2 inch thick solid surface; extend past face of wall by 1 inch; Install 2 1/4 inch painted ranch casing below, sized to suit conditions.

END OF SECTION

SECTION 07 21 00 - THERMAL INSULATION

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes batt thermal insulation and vapor retarder in exterior walls; expanding foam insulation for joints and cracks in the building envelope.

1.2 SYSTEM DESCRIPTION

- A. System performance to provide continuity of thermal barrier and vapor retarder at building enclosure elements in conjunction with air barrier materials.
- B. Vapor Retarder Permeance: Maximum 1 perm when tested in accordance with ASTM E96/E96M, water method.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's product data including thermal performance of materials. Provide recycled content and emissions information as part of the product data.

1.4 QUALITY ASSURANCE

- A. Furnish and label cellulose loose fill insulation in accordance with CPSC 16 CFR 1209 and CPSC 16 CFR 1404.
- B. Insulation Installed in Concealed Locations Surface Burning Characteristics:
 - 1. Foam Plastic Insulation: Maximum 75/450 flame spread/smoke developed index when tested in accordance with ASTM E84.
 - 2. Other Insulation: 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.
- C. Insulation Installed in Exposed Locations Surface Burning Characteristics:
 - 1. Other Insulation Materials: 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.
 - 2. Attic Floor Insulation: Minimum 0.12 watt per sq cm critical radiant flux when tested in accordance with ASTM E970.

PART 2 PRODUCTS

2.1 BUILDING INSULATION

- A. Fiber Glass Insulation Manufacturers:
 - 1. Certainteed.
 - 2. Johns Manville.
 - 3. Owens-Corning Fiberglass.
 - 4. Dow Building Products

2.2 COMPONENTS

- A. Thermal Batt Insulation for Exterior Walls: ASTM C665, preformed glass fiber batt, friction fit, conforming to the following:
 - 1. Thermal Resistance: R 13
 - 2. Facing: Kraft faced [asphalt treated mesh reinforced kraft paper]
- B. Foamed in Place Insulation: ASTM C1029, Type II, Two-component, Closed Cell Polyurethane
 - 1. Thermal Resistance: R of 6.9 per inch.
 - 2. Compressive Strength: 25 psi.
 - 3. Low expansion type at window and door openings to prevent bowing or displacement of wood and or window frames.

2.3 ACCESSORIES

- A. Adhesive: Type recommended by insulation manufacturer for application.
- B. Tape: Polyethylene self-adhering type, mesh reinforced, 2 inch wide.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify substrate, adjacent materials, and insulation boards are dry and ready to receive insulation.

3.2 INSTALLATION

- A. Thermal Batt Insulation:
 - 1. Install in exterior wall stud cavities without gaps or voids. Do not compress insulation.
 - 2. Trim / fit insulation tight in spaces. Leave no gaps or voids. Insulate miscellaneous gaps and voids.
 - 3. Fit insulation tight in spaces and tight to exterior side of mechanical and electrical services within plane of insulation.
 - 4. Install with factory applied vapor retarder membrane facing warm side of building spaces. Lap ends and side flanges of membrane over framing members.
 - 5. Staple facing flanges in place at 12 inches on center, or as recommended by insulation manufacturer.
 - 6. Tape seal butt ends, lapped flanges, and tears or cuts in membrane.
- B. Foamed In Place Insulation:
 - 1. Mask and protect adjacent surfaces from overspray or dusting.
 - 2. Apply primer as applicable for the conditions and in accordance with manufacturer installation instructions.
 - 3. Spray apply insulation to uniform monolithic density without voids.
 - 4. Apply to fit the requirements of the irregular void or condition.
 - 5. Apply overcoat where required.
- C. Miscellaneous gaps and cracks in building envelope: Fill gaps with expanding foam sealant where applicable such as gaps at window and door openings, etc. Install minimal expansion foam at all locations where sealant may bow or warp materials.

3.3 SCHEDULES

- A. Exterior Stud Wall Insulation: New R13 batt, kraft faced, friction fit as applicable at area impacted by work.
- B. Miscellaneous gaps and cracks in building envelope: Fill gaps with expanding foam sealant where applicable such as gaps at window and door openings, etc. Install minimal expansion foam at all locations where sealant may bow or warp materials.

END OF SECTION

SECTION 07 90 00 - JOINT PROTECTION

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes sealants and joint backing.

1.2 SUBMITTALS

- A. Product Data: Submit data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.
 - 1. Certify volatile organic compound for each interior adhesive and sealant and related primer.
 - a. All sealants must comply with Regulation 8, Rule 51 of the Bay Area Air Quality Management District.

1.3 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature and humidity recommended by sealant manufacturer during and after installation.

1.4 QUALITY ASSURANCE

- A. Sealant shall be installed by a qualified sealant applicator for any/all joint sealant exposed to view. Owner reserves the right to request a mockup of the quality for the joint sealant installation.

PART 2 PRODUCTS

2.1 JOINT SEALERS

- A. Manufacturers:
 - 1. Tremco [basis of design]
 - 2. Sika
 - 3. GE Silicones.
 - 4. Pecora Corp.
 - 5. DAP
- B. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.
- C. Low-Emitting Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- D. Liquid-Applied Sealants: Comply with ASTM C920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- E. Suitability for Contact with Food: Where elastomeric sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.
- F. Additional Movement Capability: Where additional movement capability is specified, provide products with the capability, when tested for adhesion and cohesion under maximum cyclic movement per ASTM C719, to withstand the specified percentage change in the joint width existing at the time of installation and remain in compliance with other requirements of ASTM C920 for uses indicated.

- G. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range, unless otherwise noted.

2.2 SILICONE JOINT SEALANTS:

- A. **Type S-1:** Single component, nonsag, Silicone Joint Sealant: ASTM C920, Type S, Grade NS, Class 100/50, Use NT
 - 1. Tremco Spectrem 1 or Spectrem 800 or Equal
- B. **Type S-2:** Single Component, nonsag, Silicone Joint Sealant: ASTM C920, Type S, Grade NS, Class 50, use NT
 - 1. Tremco Spectrem 2 or Spectrem 3 or Equal
- C. **Type S-3:** Multi-Component, Nonsag, Silicone Joint Sealant: ASTM C920, Type M, Grade NS, Class 50, Use NT
 - 1. Tremco Spectrem 4-TS or Equal
- D. **Type S-4:** Single Component, nonsag, Traffic-Grade, Silicone Joint Sealant: ASTM C920, Type S, Grade NS, Class 100/50, Use T
 - 1. Tremco Spectrem 800 or Equal
- E. **Type S-5:** Mildew Resistant, Single Component, Silicone Joint Sealant: ASTM C920, Type S, Grade NS, Class 25, Use NT
 - 1. Tremco Tremsil 200 Sanitary or Equal

2.3 URETHANE JOINT SEALANTS

- A. **Type U-1:** Single Component, nonsag, Urethane Joint Sealant: ASTM C920, Type S, Grade NS, Class 25 or 35, Use NT:
 - 1. Tremco Dymonic or Dymonic FC or Equal
- B. **Type U-2:** Single Component, nonsag, Traffic Grade, Urethane Joint Sealant: ASTM C920, Type S, Grade NS, Class 25, Use T.
 - 1. Tremco Vulkem 116 or Equal.
- C. **Type U-3:** Multi-Component, nonsag, Urethane Joint Sealant: ASTM C920, Type M, Grade NS, Class 25, Use T.
 - 1. Tremco Dymeric 240 or Dymeric 240 FC or Equal
- D. **Type U-4:** Multi-Component, nonsag, Urethane Joint Sealant: ASTM C920, Type M, Grade NS, Class 25, Use NT.
 - 1. Tremco Vulken 227 or Equal
- E. **Type U-5:** Multi-Component, nonsag, Traffic Grade, Urethane Joint Sealant: ASTM C920, Type M, Grade NS, Class 25, Use T.
 - 1. Tremco Vulken 227 or Equal

2.4 BUTYL JOINT SEALANTS

- A. **Type B-1:** Butyl Rubber based Joint Sealants: ASTM C 1311
 - 1. Tremco General Purpose Butyl Sealant or Equal

2.5 LATEX JOINT SEALANTS

- A. **Type L-1:** Latex Joint Sealant: Acrylic latex or Siliconized Acrylic Latex: ASTM C834, Type OP, Grade NF or better
 - 1. Tremco Tremflex 834 or Equal.
- B. **Type L-2:** Paintable Mildew-Resistant Latex Joint Sealant: Acrylic Latex or Siliconized Acrylic Latex: ASTM C834, Type OP, Grade NF or better.
 - 1. Tremco Tremflex 834 or Equal.

2.6 ACCESSORIES

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C1330, Type C (closed-cell material with a surface skin) as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
 - 1. Oversized to 30 to 50 percent larger than joint width.
- C. Elastomeric Tubing Sealant Backings: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D1056, nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to minus 26 deg F. Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and to otherwise contribute to optimum sealant performance.
- D. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.
- E. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated. Non-staining type, recommended by sealant manufacturer to suit application.
- F. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- G. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify substrate surfaces and joint openings are ready to receive work.
- B. Verify joint backing and release tapes are compatible with sealant.

3.2 PREPARATION

- A. Remove loose materials and foreign matter impairing adhesion of sealant.
- B. Clean and prime joints.
- C. Perform preparation in accordance with ASTM C1193.

3.3 INSTALLATION

- A. Perform installation in accordance with ASTM C1193.
- B. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer.
- C. Install bond breaker where joint backing is not used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.**
- E. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- F. Tool joints concave.

3.4 SCHEDULE

- A. Joint-Sealant Application: Exterior joints in vertical surfaces and non-traffic horizontal surfaces.
- Joint locations such as, but not limited to:
 - Construction joints in cast-in-place concrete.
 - Control joints in unit masonry.
 - Provide joint sealants slightly darker than the adjacent masonry units. Provide multiple colors as may be required for match.
 - Perimeter joints between masonry, concrete, or stone and frames of doors, windows, storefronts, louvers, and similar openings.
 - Lintels and shelf angles to masonry construction.
 - Butt joints between metal panels.
 - Control and expansion joints in ceiling/soffit and similar overhead surfaces.
 - Exterior joints between dissimilar materials where the joining of the two surfaces leaves a gap between the meeting materials or components as may be dictated by various methods of construction to make building watertight.
 - Other joints as indicated on Drawings.
 - Provide one of the following acceptable sealants as approved by manufacturer for substrates and uses indicated: **Type S-1, Type S-2, Type S-3**
 - Color: As selected by Architect from manufacturer's full range of colors.
- B. Joint-Sealant Application: Interior joints in horizontal traffic surfaces.
- Joint locations such as, but not limited to:
 - Isolation joints in cast-in-place concrete slabs.
 - Perimeter of floor slabs or concrete curbs which abut vertical surfaces.
 - Areas around all piping systems that penetrate the slab or foundation walls below grade (utility trenches, electrical conduits, plumbing penetrations, etc.).
 - Control and expansion joints in tile flooring.
 - Other joints as indicated on Drawings.
 - Provide one of the following acceptable sealants as approved by manufacturer for substrates and uses indicated: **Type S-4**
 - Color: As selected by Architect from manufacturer's full range of colors.
- C. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal non-traffic surfaces, subject to movement, unless otherwise noted.
- Joint locations such as, but not limited to:
 - Control joints on exposed interior surfaces of exterior walls.
 - Interior joints where interior partitions meet exterior walls of dissimilar materials and components.
 - Other joints as indicated on Drawings.
 - Provide one of the following acceptable sealants as approved by manufacturer for substrates and uses indicated: **Type U-1**
 - Color: As selected by Architect from manufacturer's full range of colors. Paintable Sealant, prep for painted finish.
- D. Joint-Sealant Application: Interior joints in vertical surfaces subject to abuse and movement.
- Joint locations such as, but not limited to:
 - Vertical joints, including control joints and joints between masonry and structural support members, on exposed surfaces of interior unit masonry walls and partitions.
 - Provide one of the following acceptable sealants as approved by manufacturer for substrates and uses indicated: **Type U-1**
 - Color: As selected by Architect from manufacturer's full range of colors.
- E. Joint-Sealant Application: Interior joints in vertical surfaces not subject to movement.
- Joint locations such as, but not limited to:
 - Interior perimeter joints of exterior openings.

- b. Perimeter joints between interior wall surfaces and frames of interior doors, windows, and elevator entrances.
 - c. Interior joints between dissimilar materials where a gap is created where materials meet, unless otherwise noted.
 2. Provide one of the following acceptable sealants as approved by manufacturer for substrates and uses indicated: **Type L-1, Type L-2**
 3. Color: As selected by Architect from manufacturer's full range of colors.
- F. Joint-Sealant Application: Mildew-resistant interior joints in non-painted vertical surfaces and horizontal nontraffic surfaces.
 1. Joint locations such as, but not limited to:
 - a. Interior joints between plumbing fixtures and adjoining floors and counters.
 - b. Joints between countertops and backsplashes.
 - c. For interior joints in non-painted vertical and horizontal surfaces where incidental food contact may occur.
 - d. Tile control and expansion joints where indicated.
 - e. Other joints as indicated on Drawings.
 2. Provide one of the following acceptable sealants as approved by manufacturer for substrates and uses indicated: **Type S-5**
 - a. For potable water storage sealant shall be certified by National Sanitation Foundation as conforming to the requirements of NSF Standard 61 – Drinking Water System Components – Health Effect.
 - b. For surfaces where incidental food contact may occur sealant must comply with United States Department of Agriculture (USDA) guidelines for incidental food contact with cured sealant.
 3. Color: As selected by Architect from manufacturer's full range of colors.
- G. Joint-Sealant Application: Mildew-resistant interior joints in painted vertical surfaces and horizontal non-traffic surfaces.
 1. Joint locations such as, but not limited to:
 - a. Interior joints between plumbing fixtures and adjoining painted walls.
 - b. Joints where countertops or backsplashes intersect painted walls.
 - c. For interior joints in painted vertical and horizontal surfaces where incidental food contact may occur.
 2. Provide one of the following acceptable sealants as approved by manufacturer for substrates and uses indicated: **Type L-2**
 3. Color: As selected by Architect from manufacturer's full range of colors.
- H. Joint-Sealant Application: Interior or exterior joints in vertical surfaces between laps in fabrications of sheet metal.
 1. Provide one of the following acceptable sealants as approved by manufacturer for substrates and uses indicated: **Type U-1**
 2. Color: As selected by Architect from manufacturer's full range of colors.
- I. Joint-Sealant Application: Exterior joints under metal thresholds and saddles, sill plates, or as bedding sealant for sheet metal flashing and frames of metal or wood.
 1. Provide one of the following acceptable sealants as approved by manufacturer for substrates and uses indicated: **Type S-1, Type U-1, Type B-1**
 2. Color: As selected by Architect from manufacturer's full range of colors.

END OF SECTION

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SECTION 08 11 15 - PRE-ASSEMBLED METAL DOORS AND FRAMES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Pre-assembled steel entry doors in composite frames.

1.2 SUBMITTALS

- A. Shop Drawings: Indicate elevations, glazing.
- B. Product Data: Submit frame and door configurations, core materials, finishes, and accessories.
- C. Manufacturer's Installation Instructions: Submit special installation instructions.

1.3 QUALITY ASSURANCE

- A. Perform glazing Work in accordance with the following:
 - 1. Insulated Glass: Fabricate insulated glass units in accordance with GANA (formerly FGMA) Glazing Manual.
 - 2. Safety Glass: Conform to CPSC 16 CFR 1201 and applicable codes.
- B. Surface Burning Characteristics:
 - 1. Foam Insulation: Maximum 75/450 flame spread/smoke developed index when tested in accordance with ASTM E84.
- C. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with a minimum five years documented experience.
- D. Installer Qualifications: Company specializing in performing Work of this section with minimum two years documented experience with projects of similar scope and complexity.
 - 1. Installer shall be certified by Manufacturer.
- E. Mock-Up: Construct a mock-up with actual materials in sufficient time for Architect's review and to not delay construction progress. Locate mock-up as acceptable to Architect and provide temporary foundations and support. Mockup shall include installation of storm door.
 - 1. Intent of mock-up is to demonstrate quality of workmanship and visual appearance.
 - 2. If mock-up is not acceptable, rebuild mock-up until satisfactory results are achieved.
 - 3. Retain mock-up during construction as a standard for comparison with completed work.
 - 4. Do not alter or remove mock-up until work is completed or removal is authorized.

1.4 WARRANTY

- A. Furnish five year manufacturer's warranty on workmanship and materials.
- B. Furnish five year manufacturer's warranty for insulated glass units from seal failure, interpane dusting or misting, including replacement.

PART 2 PRODUCTS

2.1 PRE-ASSEMBLED STEEL DOORS AND FRAMES

- A. Manufacturers:
 - 1. ThermaTru Doors, Profiles [basis of design]
 - 2. Masonite
 - 3. Jeld Wen
 - 4. Approved Equal

2.2 ENTRY DOORS

- A. Construction: Tension-leveled cold rolled steel, zinc-coated, conversion coated to permit paint bond skins:
 - 1. Thickness: 1-3/4 inch thick; 24 gauge steel sheet face, 0.021 inch minimum.
 - 2. Door surface: smooth, flush style with glazed openings, design as indicated on Drawings
 - 3. Door Core Construction: Thermally Broken, wood stiles and rails, with foamed in place insulation.
 - 4. Door Edges: Machinable kiln-dried pine or engineered composite lumber mechanically locked to door faces, four sided full thermal break provided, lock area reinforced with solid blocking in full area of passage and deadbolt locksets.
 - 5. Door Bottom Edge: Moisture- and decay-resistant composite.
 - 6. Door Bottom Edge Weatherstripping: Bottom Sweep compatible with accessible threshold; provide corner seal pads as required to seal bottom of door at frame.
 - 7. Core: Foamed-in-place polyurethane, density 1.9 pcf minimum.
 - 8. Finish: White primed. [ready for field paint]
 - 9. Glazing Style: Clear, Full lite insulated glazing with internal mini-blinds, with raise and lower and tilt adjustment, set in raised composite wood grained molding frame.
 - 10. Door Configuration: Frame hinge patio door – sized to fit existing rough opening / door being removed, left and right hand configurations to match existing.
 - 11. Energy Efficiency: Meet applicable requirements for Energy Star Rating for Climate Zone 5.

2.3 DOOR FRAMES

- A. Composite Frames: Rot-resistant door frame, mullions, and brickmold, as supplied by Door manufacturer. Formed with integral stop for weatherstripping; accessible style threshold.
 - 1. Jamb Width: +/- 6 9/16 inch; Match existing wall thickness, field verified by Contractor.
 - 2. Mullion: Storm door ready Mullion [& Adaptor as required]; nominal 2 inch width
 - 3. Trim: Composite 2" brickmold
 - 4. Sill: ADA / accessible style threshold with Thermal Break, aluminum construction, mill finish
 - 5. Hinges: Steel, full mortise ball bearing type; 4 x 4 inches, finish to match door hardware specified in Section 08 71 00.
 - 6. Finish: Painted

2.4 COMPONENTS

- A. Steel Sheet: Galvanized to ASTM A653/A653M G60 coating class.
- B. Insulation: Polyurethane.
- C. Insulating Glass: Sealed double pane units with Low E coating with internal grid. Meet applicable Energy Star Requirements for Climate Zone 5
 - 1. Outer Pane: Clear fully tempered safety glass, Low-E Coating.
 - 2. Inner Pane: Clear fully tempered safety glass.
 - 3. Pane Thickness: Minimum 1/8 inch thick.
 - 4. Minimum Total Unit Thickness: 5/8 inch minimum.
 - 5. Internal Decorative Pattern: as indicated on Drawings.

2.5 HARDWARE

- A. Weatherstripping: Jacketed, thermoset open-cell foam, press-fit in kerfs at jamb stops in frames. Medium Reach Compression type; Bottom sweep compatible with accessible threshold.
 - 1. Note: insulation shall be installed to fully prevent passage of light and air thru any gaps in the frame and door leaf.
- B. Hardware Finish: US 26D [unless directed Otherwise by Owner]
- C. Remainder of Hardware: Specified in Section 08 71 00.

2.6 ACCESSORIES

- A. Door Casings: As specified in Section 06 20 00.
- B. Grilles: Manufacturer's standard fixed type; pattern as indicated on Drawings.
- C. Bituminous Coating: Non-asbestos fibered asphalt emulsion.
- D. Primer: Manufacturer's standard rust inhibitive type.

2.7 FABRICATION

- A. Fabricate doors and frames as pre-hung single piece jamb units with continuous threshold for each opening.
- B. Fabricate pre-hung units with hardware reinforcement welded in place.
- C. Configure exterior frames to accept weatherstripping.
- D. Factory glaze doors.

2.8 FACTORY FINISHING

- A. Doors, Sidelights, and Frames:
 - 1. Primer: Electrostatically painted, baked on.
 - 2. Factory applied baked enamel; color as selected from manufacturers standard range.
 - 3. Field finish final coat of paint.
- B. Hardware Finish:
 - 1. Steel Components: Match door hardware in Section 08 71 00.
 - 2. Aluminum Components: Clear anodized.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify framed openings are correct size and thickness and project conditions are acceptable.

3.2 PREPARATION

- A. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

- A. Install units in accordance with manufacturers installation instructions.
 - 1. Comply with the Following:
 - a. Manufacturer's installation instructions
 - b. ANSI/DHIA115-IG installation guide.
 - c. Door and Hardware Institute (DHI) installation standards.
 - d. Steel Door Institute (SDI) installation and maintenance standards.
- B. Install doors and frames plumb, level and square.
- C. Coordinate installation of hardware specified in Section 08 71 00.
- D. Field Finishing: As specified in Section 09 90 00.
- E. Adjust door and frame units to ensure smooth and balanced movement.

3.4 ERECTION TOLERANCES

- A. Maximum Diagonal Distortion: 1/16 inch measured with straight edges, crossed corner to corner.

END OF SECTION

SECTION 08 11 63 - METAL STORM DOORS AND FRAMES

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes glazed aluminum storm doors and frames and operating hardware.

1.2 SUBMITTALS

- A. Product Data: Provide data indicating door construction, type of corner reinforcement, hardware, method of glazing, installation tolerances, and door elevation.

1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with AAMA 1102.7 - Voluntary Specification for Aluminum Storm Doors.

PART 2 PRODUCTS

2.1 METAL STORM DOORS

- A. Manufacturers:
 - 1. Larson, Venting Storm Doors, Model 360-16 Midview [basis of design]
 - 2. ProVia
 - 3. Approved Equal
- B. Product Description: Metal storm door unit; AAMA 1102.7 Manufacturer's standard unit, complete with glazing, screens, accessories, and hardware.
 - 1. Finish: as selected from manufacturer's full range of color options, including premium colors.
 - 2. Glazing: Single pane, tempered safety glass, clear.

2.2 COMPONENTS

- A. Door Stiles and Rails, and Frame Sections: Hollow extruded aluminum sections, structurally sufficient to suit opening sizes. Assemble stiles and rails with hairline mitered corner joints, aligned and secured with corner spigots and fasteners.
- B. Hardware:
 - 1. Hinge: manufacturer standard Continuous piano type. [color matched to aluminum frame]
 - 2. Latch and Handleset: Lever on exterior, lever on interior, with key and cylinder.
 - a. Finish: As selected from manufacturer's full range of finishes
 - b. Coordinate keying requirements with Owner. Re-key to match unit cores, provide [3] copies of each key once re-keyed to match building standards.
 - 3. Closer: Adjustable, spring loaded, hydraulic cylinder with hold open feature.
 - 4. Stop: Storm chain with spring safety cushion.
 - 5. Weatherstripping: Full perimeter resilient type, with sill sweep for full width of door leaf, fitted into bottom rail.
- C. Glazing Track: Aluminum extrusions, double track for vertical operation of glass panes and insect screens. Fit with spring loaded retracting pin position retainers.
- D. Panel Below Glazing: Sheet aluminum.
- E. Insect Screen: Woven vinyl-coated glass yarns, ASTM D3656, Class 2 nylon, 18 by 14 mesh.
- F. Sealant: Specified in Section 07 90 00.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify opening sizes.

3.2 INSTALLATION

- A. Install units, accessories and hardware in accordance with ASTM E737 and AAMA 1102.7.
- B. Coordinate installation with new patio doors. Size units to fit new patio doors.
- C. Coordinate installation of hardware such that hardware does not conflict with the hardware of the patio door.
- D. Apply bed of sealant to mating surface of door frame before installation.
- E. Accurately fit door frame to opening and adjust door for proper operation before securing.

END OF SECTION

SECTION 08 53 00 - VINYL WINDOWS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes factory fabricated tubular extruded vinyl windows with fixed and operating sash [double hung], glass, and framed insect screens.
 - 1. Energy star rated window units for Climate Zone 5.

1.2 SYSTEM DESCRIPTION

- A. Windows and Sliding Doors: Extruded tubular plastic sections, factory fabricated, fusion welded, vision glass, related flashings, anchorage and attachment devices.
- B. System Design: Performance to provide for expansion and contraction within system components caused by temperature cycling. Design and size members to withstand loads caused by pressure and suction of wind in accordance with applicable code.
- C. Water Leakage: None, when measured in accordance with ASTM E331.
- D. System Internal Drainage: Drain water entering framing system, to exterior.
- E. Thermal Movement: Design sections to permit thermal expansion and contraction of plastic as compared to glass, infill, and perimeter opening construction.

1.3 REFERENCES

- A. American Architectural Manufacturers Association (AAMA):
 - 1. AAMA 502 - Voluntary Specification for Field Testing of Newly Installed Fenestration Products.
- B. American Architectural Manufacturers Association/Window & Door Manufacturers Association/Canadian Standards Association (AAMA/WDMA/CSA):
 - 1. AAMA/WDMA/CSA 101/I.S.2/A440 - Standard/Specification for Windows, Doors, and Skylights.
- C. National Fenestration Rating Council (NFRC):
 - 1. NFRC 100 - Procedure for Determining Fenestration Product U-factors.
 - 2. NFRC 200 - Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence.

1.4 PERFORMANCE REQUIREMENTS

- A. Product Standard: Comply with AAMA/WDMA/CSA 101/I.S.2/A440 for definitions and minimum standards of performance materials, components, accessories, and fabrication unless more stringent requirements are indicated.
- B. Performance Class and Grade: AAMA/WDMA/CSA 101/I.S.2/A440 as follows:
 - 1. Minimum Performance Class: R.
 - 2. Minimum Performance Grade: 20.
- C. Thermal Transmittance: Tested and certified per NFRC 100 maximum total fenestration product U-factor.
 - 1. U-Factor, Total Unit, NFRC 100: $U = 0.30 \text{ Btu/sq ft x } ^\circ\text{h x degrees F.}$
 - 2. Window Unit shall be Energy Star Rated for Climate Zone 5.
- D. Solar Heat-Gain Coefficient [SHGC]: Tested and certified per NFRC 200 maximum total fenestration product SHGC
- E. Fabricate windows to AAMA Gold Label Certification Program for thermal performance and air, water, and structural integrity.

- F. Forced Entry Resistance: Meet the requirements of ASTM F588 for Type A [sliding sashes], Grade 10.
- G. Air Infiltration: Maximum air leakage through fixed glazing and framing areas of 0.30 cfm/sq ft of fixed wall area as determined according to ASTM E283 at a minimum static-air-pressure differential of 1.57 lbf/sq ft.
- H. Operating Force: Maximum allowable lb force of 20 lbf for horizontal sliders.
- I. Water Penetration: Minimum water resistance of 2.86 psf for entry level R20 structural rating.
- J. Visible Transmittance, Total Unit, NFRC 200 maximum whole window SHGC of 0.30.
- K. Window Certification:
 - 1. Test windows to AAMA Gold Label Certification Program for thermal performance and air, water, and structural integrity.
 - 2. Provide certification label on each window.

1.5 SUBMITTALS

- A. Shop Drawings: Indicate opening dimensions, framed opening tolerances, affected related work; and installation requirements.
- B. Product Data: Submit component dimensions, anchorage and fasteners, glass, and internal drainage details. Indicate Energy Star compliance.
- C. Test Reports: Submit manufacturer's test reports from independent testing agency indicating the vinyl windows meet or exceed the specified performance requirements.
- D. Samples: Provide [2] samples of exposed finishes.

1.6 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Manufacturer regularly engaged, for past 10 years, in manufacture of vinyl windows of similar type to that specified.
- B. Installer's Qualifications:
 - 1. Installer regularly engaged, for past 5 years, in installation of vinyl windows of similar type to that specified.
 - 2. Employ persons trained for installation of vinyl windows.
- C. Mockup:
 - 1. Construct mock-ups of vinyl windows for evaluation of preparation techniques and installation workmanship.
 - a. Construct mock-ups using same materials for use in the Work.
 - b. Construct mock-ups at locations determined by Architect.
 - c. Do not proceed until workmanship of mock-ups are approved by Architect.
 - d. Approved Mock-ups: Standard for workmanship of vinyl windows.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Acceptance Requirements: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage and Handling Requirements:
 - 1. Store and handle materials in accordance with manufacturer's instructions.
 - 2. Keep materials in manufacturer's original, unopened containers and packaging until installation.
 - 3. Store materials in clean, dry area indoors.
 - 4. Do not store materials directly on floor.

5. Protect materials and finish during storage, handling, and installation to prevent damage.

1.8 WARRANTY

- A. Furnish limited ten [10] year manufacturer warranty for insulated glass units and vinyl window components.

PART 2 PRODUCTS

2.1 VINYL WINDOWS

- A. Manufacturers:
 1. Simonton Windows by PlyGem: 5050 Reflections Series, Double Hung. [BASIS OF DESIGN]
 2. Jeldwen Windows: Premium Vinyl Series
 3. Soft Lite Windows: Barrington Vinyl Window Series.
 4. Crystal Windows: Series 300R
- B. Product Description:
 1. Unit Frame: Extruded tubular plastic with welded corner construction.
 2. Windows: Conform with AAMA 101 Designations for windows required for Double Hung window operation.
 3. Type: 2-lite double hung
 4. Sizes: As indicated on drawings
 5. Frame and Sash Color: As selected from full range of available colors, including premium colors. Interior and Exterior Surfaces to be the same color.

2.2 COMPONENTS

- A. Extruded PVC frames and sashes: AAMA 303 hollow, multi-chambered sections of extruded polyvinyl chloride (PVC), with integral ultra-violet degradation resistance. Fusion Welded frame and sash.
- B. Frame
 1. Frame Thickness: +/- 3-1/4 inches
 2. Construction: Welded, thermally broken.
 3. Screen Track: Integral
 4. Sill: sloped design sill out from unit/building wall.
- C. Sash
 1. Construction: Welded
 2. Glazing Bead: Color Matched, dual durometer
- D. Grille: None
- E. Glass and Glazing Materials:
 1. Gas: Air / Argon Filled Airspace
 2. Glass Strength: Single Strength
 3. Glass Type: Low E
 4. Dual Pane Insulated Glass: 3/4 inch thickness
 5. Spacer: Supercept Window Spacer System
 6. Glass Package: Energy Star, Climate Zone 5.
 7. Insulating Glass: SIGMA sealed double pane float glass with clear outer pane and Low E 366 coating with Argon Filled airspace; total thickness 3/4 inch minimum. U-Value of 0.30 or Less
 8. Safety glass conforming to ANSI Z97.1 and applicable codes where required.
- F. Hardware: Manufacturer's standard window and door hardware based on following requirements. Hardware to match frame and sash color.

1. Sash Lock: [2] Lever handles with cam lock.
 2. Rollers / Gliders: Corrosion resistant Rollers
 3. Safety / Night Latch [Window opening Control Device]: safety catch to limit operation of window opening for security and safety purposes.
- G. Sills, Stools, and Aprons: Tubular plastic; slope sills for positive wash; extend 1/2 inch beyond wall face; one piece full width of opening.
- H. Frame Expanders: Vinyl frame expanders/receptors sized as required to suit opening extending to meet existing construction and ready to accept new window units.
- I. Insect Screens:
1. Frame: Roll formed
 2. Size: to fit half of window unit.
 3. Mesh: Fiberglass mesh set into frame and secured.
- J. Weather Stripping: Dual fin seal at sash perimeter, triple weather stripped at sash edges, closed cell foam weather stripping, configured for flexible fit.
- K. Trim/Closure: Vinyl trim stock for interior perimeter/jamb application. Color to match window units.
1. Field Coordinate size requirements to conceal any gap between original window and new window.
- L. Fasteners: Galvanized steel.
- M. Anchor Devices: Galvanized steel.
- N. Sealant and Backing Materials: Specified in Section 07 90 00.

2.3 FABRICATION

- A. Fabricate framing, mullions and sash members with fusion welded corners and joints, in rigid jig. Supplement frame sections with internal reinforcement where required for structural rigidity.
- B. Form snap in glass stops, closure molds, weather stops, and flashings of extruded PVC for tight fit into window frame section.
- C. Install glass using exterior dry method of glazing.
- D. Double weatherstrip operable units.

2.4 SHOP FINISHING

- A. Exterior Surfaces: as selected from Manufacturer's premium colors.
- B. Interior Surfaces: Manufacturer's premium colors.
- C. Screens: Match window frame color with light screening.
- D. Operators/Hardware: color to match unit

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify rough openings are correctly sized and located.
- B. Examine abutting wall flashing, vapor retarders, weather barriers, and other components to ensure weathertight window installation.
- C. Verify rough opening dimensions, sill levelness, and operational clearances are acceptable.

- D. Notify Architect of conditions that would adversely affect installation or subsequent use.
- E. Do not begin installation until unacceptable conditions are corrected.

3.2 PREPARATION

- A. Prepare opening to permit correct installation of frame and achieve continuity of air and vapor retarder seal.

3.3 INSTALLATION

- A. Use anchorage devices to securely attach frames to structure.
- B. Align assembly plumb and level, free of warp or twist. Maintain assembly dimensional tolerances, aligning with adjacent work. Anchor windows securely in place to supporting substrate. Verify that windows are installed in proper relation to wall flashing and other abutting materials to achieve a watertight installation.
- C. Install vinyl windows in accordance with manufacturer's instructions at locations indicated on the Drawings.
- D. Install vinyl windows plumb, level, square, true to line, and without distortion.
- E. Anchor vinyl windows securely in place to supports.
- F. Verify vinyl windows are installed in proper relation to wall flashing and other abutting materials. Coordinate attachment and seal of air and vapor retarder materials. Pack fibrous insulation (or low expansion foam) in shim spaces at perimeter of assembly to maintain continuity of thermal barrier.
- G. Install vinyl windows weathertight.
- H. Verify vinyl windows open, close, and lock properly.
- I. Install interior vinyl trim at perimeter of window unit as applicable to the conditions.
- J. Coordinate installation of perimeter sealants and backing materials with Section 07 90 00.

3.4 ADJUSTING

- A. Adjust operating components to ensure a tight fit at contact points and weather stripping for smooth operation and weathertight closure.
- B. Replace damaged glass.
- C. Remove and replace with new material, damaged components that cannot be successfully repaired, as determined by Architect.

3.5 CLEANING

- A. Clean vinyl windows promptly after installation in accordance with manufacturer's instructions.
- B. Do not use harsh cleaning materials or methods that could damage windows.

3.6 SCHEDULES

- A. Refer to drawings.
- B. Refer to drawings/schedules for tempered glazing requirements.

END OF SECTION

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SECTION 08 71 00 - DOOR HARDWARE

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes hardware for doors.
 - 1. All hardware components to be ADA/UFAS compliant.

1.2 SUBMITTALS

- A. Shop Drawings:
 - 1. Indicate locations and mounting heights of each type of hardware, schedule, and catalog cuts.
 - 2. Submit manufacturer's parts list, and templates.
- B. Manufacturer's installation instructions: Submit special procedures, and perimeter conditions requiring special attention.

1.3 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of installed cylinders and their master key code.
- B. Operation and Maintenance Data: Submit data on operating hardware, lubrication requirements, and inspection procedures related to preventative maintenance.
- C. Keys: Deliver with identifying tags to Owner by security shipment direct from hardware supplier.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with the following requirements:
 - 1. ANSI A156 series.
 - 2. NFPA 80 - Fire Doors and Windows.
 - 3. NFPA 101 - Life Safety Code.
- B. Furnish hardware marked and listed in BHMA Directory of Certified Products.
- C. Coordinate work with other directly affected sections involving manufacture or fabrication of internal reinforcement for door hardware and recessed items.
 - 1. Provide templates or actual hardware as required to ensure proper preparation of doors and frames.
- D. Coordinate Owner's keying requirements during course of work. It is the intent of this specification to utilize the Owner's existing keying for new work of this project. Contractor shall field coordinate as required.

1.5 WARRANTY

- A. Furnish five year manufacturer warranty for door hardware.

1.6 MAINTENANCE SERVICE

- A. Provide special wrenches and tools applicable to each different or special hardware component.

PART 2 PRODUCTS

2.1 DOOR HARDWARE

- A. Lockset, Latch Set, and Cylinder Manufacturers:
 - 1. Falcon Lock or Equal Model W-Series, Dane Handle Design for Exterior Doors.

- B. Deadlock Manufactures:
 - 1. Remove and reinstall existing deadbolt.

2.2 COMPONENTS

- A. General Hardware Requirements: Where not specifically indicated, comply with applicable ANSI A156 standard for type of hardware required. Furnish each type of hardware with accessories as required for applications indicated and for complete, finished, operational doors.
 - 1. Templates: Furnish templates or physical hardware items to door and frame manufacturers sufficiently in advance to avoid delay in Work.
 - 2. Reinforcing Units: Furnished by door and frame manufacturers; coordinated by hardware supplier or hardware manufacturer.
 - 3. Fasteners: Furnish as recommended by hardware manufacturer and as required to secure hardware.
 - a. Finish: Match hardware item being fastened.
- B. Hinges: ANSI A156.1, full mortise type, template type, ANSI A156.7, complying with following general requirements unless otherwise scheduled.
 - 1. Widths: Sufficient to clear trim projection when door swings 180 degrees.
 - 2. Number: Furnish minimum three hinges to 90 inches high, four hinges to 120 inches high for each door leaf.
 - 3. Pins: Furnish nonferrous hinges with non-removable pins (NRP) at exterior doors, non rising pins at interior doors.
 - 4. Tips: Flat button tips with matching plug.
 - 5. Provide three spare sets.
- C. Locksets: Furnish locksets compatible with specified cylinders. Furnish standard strikes with extended lips to protect trim from being marred by latch bolt verify type of cutouts provided in metal frames.
 - 1. Bored (Cylindrical) Locksets: ANSI A156.2, Series 4000, Grade 2 unless otherwise indicated.
- D. Latch Sets: Match locksets. Typical 2-3/4" backset. Furnish standard strikes with extended lips to protect trim from being marred by latch bolt.
 - 1. Bored (Cylindrical) Latchsets: ANSI A156.2, Series 4000, Grade 2 unless otherwise indicated.
- E. Push/Pulls, Gaskets, Thresholds, and Trim: Furnish as indicated in Schedule, with accessories as required for complete operational door installations.
 - 1. Weatherstripping: Furnish continuous weatherstripping at top and sides of exterior doors.
 - 2. Thresholds: Maximum 1/2 inch height; requirements to ensure accessibility for persons with disabilities.
 - 3. Door Sweeps: Surface mounted door sweep with pile type weatherstripping. 26D finish at metal frame.
 - 4. Hinge Stops: Rockwood 528 stops
 - 5. Wall Plates: Plastic wall mounted protection plate, 5 inch diameter, adhesive mounted
- F. Cylinders: Reuse existing
- G. Keying: Reuse existing

2.3 ACCESSORIES

- A. Lock Trim: Furnish levers with 2 3/8" rose.
- B. Through Bolts: Through bolts and grommet nuts are not permitted on door faces in occupied areas unless no alternative is possible.
 - 1. Do not permit through bolts on solid wood core doors.

2.4 FINISHING

- A. Finishes: ANSI A156.18; with following finishes except where otherwise indicated in Schedule at end of section.
 - 1. Hinges:
 - a. BHMA 626, satin finish.
 - 2. Typical Exterior Exposed and High Use Interior Door Hardware:
 - a. BHMA 626, satin chromium plated brass.
 - 3. Typical Interior Door Hardware:
 - a. BHMA 626, satin chromium plated brass.
 - 4. Thresholds: Finish appearance to match door hardware on exterior face of door.
 - a. BHMA 628, satin aluminum, clear anodized.
 - 5. Other Items: Provide manufacturer's standard finishes matching similar hardware types on same door, and maintaining acceptable finish considering anticipated use and BHMA category of finish.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify doors and frames are ready to receive work and dimensions are as indicated on shop drawings and as instructed by manufacturer.

3.2 INSTALLATION

- A. Coordinate mounting heights with door and frame manufacturers. Use templates provided by hardware item manufacturer.
- B. Mounting Heights from Finished Floor to Center Line of Hardware Item: Comply with manufacturer recommendations and applicable codes.
 - 1. Locksets: 38 inches
 - 2. Dead Bolt: 48 inches
 - 3. Top Hinge: Jamb manufacturer's standard, but not greater than 10 inches from head of frame to centerline of hinge.
 - 4. Bottom Hinge: Jamb manufacturer's standard, but not greater than 12-1/2" from floor to centerline of hinge.
 - 5. Intermediate Hinges: Equally spaced between top and bottom hinges and from each other.

3.3 ADJUSTING

- A. Adjust hardware for smooth operation.

3.4 SCHEDULE

- A. Refer to drawings for Hardware sets
 - 1. The hardware sets are intended to establish type and standard of quality when used together with these section requirements. Examine Drawings and Specifications and furnish proper hardware for door openings.

Hardware Set H-1: Patio Door Hardware

Hinges: New 1-1/2 pair ball bearing hinges [26D finish]
Hinge Stops: New [2] Rockwood 528

Latchset:	New W101 – Passage Function	26D
Deadbolt:	Reuse existing deadbolt	
Threshold:	New accessible / saddle style threshold	
Weatherstripping:	New Bulb Type Weatherstripping	
Bottom Sweep:	New Pile Type Bottom Sweep	

See Part 2.2 Components above for accessories and other hardware.

END OF SECTION

SECTION 09 21 16 - GYPSUM BOARD ASSEMBLIES

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes gypsum board with joint treatment.
- B. General Intent: repair existing gypsum board finishes where impacted by proposed work, match existing finishes in like kind.

1.2 SUBMITTALS

- A. Product Data: Submit data on each type of gypsum board, backer board, joint tape and accessories.

1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with GA-201 - Gypsum Board for Walls and Ceilings. GA-214 - Recommended Specification: Levels of Gypsum Board Finish. GA-216 - Recommended Specifications for the Application and Finishing of Gypsum Board. GA-600 - Fire Resistance Design Manual.
- B. Surface Burning Characteristics:
 - 1. Textile Wall Coverings: Comply with one of the following:
 - a. Maximum 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.
- C. Mock-up:
 - 1. Provide mockup of the quality of finishes for one wall that indicates the level of finish quality. Approved mockup will become standard for comparing other work.

PART 2 PRODUCTS

2.1 GYPSUM BOARD ASSEMBLIES

- A. Manufacturers:
 - 1. United States Gypsum Co.
 - 2. BPB Americas Inc.
 - 3. G-P Gypsum Corp.
 - 4. National Gypsum Co.
 - 5. Certainteed.

2.2 COMPONENTS

- A. Gypsum Board Materials: ASTM C1396/C1396M; Type X fire resistant where indicated on Drawings; ½ and 5/8 inch thick, maximum available length in place; ends square cut, tapered square edges.
 - 1. Abuse Resistant Type: ASTM C1629, Classification Level 2, ASTM C1396.

2.3 ACCESSORIES

- A. Gypsum Board Accessories: ASTM C1047; metal, metal and paper combination; corner beads, edge trim, and expansion joints.
 - 1. Metal Accessories: Galvanized steel.
 - 2. Edge Trim: Type LC or U bead.
- B. Joint Materials: ASTM C475/C475M, reinforcing tape, joint compound, and water.
- C. Fasteners: ASTM C1002; Type S12 hardened screws, length to suit application.
- D. Gypsum Board Screws: ASTM C1002; Type W hardened screws, length to suit application.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify site conditions are ready to receive work.

3.2 INSTALLATION

- A. Gypsum Board:
 - 1. Install gypsum board in accordance with GA-216 and GA-600.
 - 2. Fasten gypsum board to furring or framing with screws.
 - 3. Place corner beads at external corners. Use longest practical length. Place edge trim where gypsum board abuts dissimilar materials.
 - 4. Seal cut edges and holes in moisture resistant gypsum board with sealant.
- B. Joint Treatment:
 - 1. Finish in accordance with GA-214 Level 4.
 - 2. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 - 3. Feather coats onto adjoining surfaces so camber is maximum 1/32 inch.

3.3 SCHEDULE

- A. Interior walls [except where noted otherwise]: Standard 1/2 inch gypsum board [match 5/8 inch gypsum board where currently exists]. Level 4 finish.

END OF SECTION

SECTION 09 65 13 - RESILIENT BASE

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes rubber base.

1.2 SUBMITTALS

- A. Samples:
 1. Submit manufacturer's complete set of color samples for initial selection.
 2. Submit three samples, 2x2 inch in size illustrating color and pattern for each resilient flooring product specified.

1.3 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: Submit maintenance instruction and data.

1.4 QUALITY ASSURANCE

- A. Surface Burning Characteristics:
 1. Base Material: Class I, minimum 0.45 watts/sq cm when tested in accordance with NFPA 253.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature in storage area between 55 degrees F and 90 degrees F.
- B. Store materials for not less than 48 hours prior to installation in area of installation at temperature of 70 degrees F to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F.

1.6 EXTRA MATERIALS

- A. Furnish an additional 5% of each type of base.
- B. Document attic stock, properly label, and turn over to Owner.

PART 2 PRODUCTS

2.1 RESILIENT BASE

- A. Manufacturers:
 1. Roppe Corp.
 2. Johnsonite
 3. Tarkett
 4. Approved Equal
- B. Base: ASTM F1861; Type TP, Rubber; top set covered:
 1. Height: 4 inch.
 2. Thickness: 0.125 inch thick.
 3. Finish: Matte.
 4. Length: 4 foot.
 5. Outside Corners: Premolded or precut. Corners shall be a minimum of 4 inches in length each direction.
 6. Inside Corners: Job formed

2.2 ACCESSORIES

- A. Primers and Adhesives: Waterproof, types recommended by floor material manufacturer.

2.3 MOLDINGS / TRANSITION STRIPS

- A. Moldings and Edge Strips: Metal; extruded aluminum with mill finish of height required by finish floor materials, and in maximum lengths to minimize running joints.
 - 1. Schluter or Equal. Size / type to suit conditions.
- B. Moldings and Transition Strips: Rubber, extruded rubber as required by floor materials, and in maximum lengths to minimize running joints.
 - 1. Roppe or Equal: Size / type to suit conditions.

PART 3 EXECUTION

3.1 PREPARATION

- A. Clean substrate.
- B. Apply primer as required to prevent "bleed-thru" or interference with adhesion by substances that cannot be removed.

3.2 INSTALLATION

- A. Adhere base tight to wall and floor surfaces.
- B. Fit joints tightly and make vertical. Miter internal corners. Install pre-molded interior and exterior corners.
- C. Remove excess adhesive from surfaces without damage.

3.3 SCHEDULE

- A. Base:
 - 1. 4" rubber base at areas indicated on drawings. Provide pre-molded inside and outside corners as applicable.
- B. Moldings and Transition Strips:
 - 1. As applicable to the work.

END OF SECTION

SECTION 09 90 00 - PAINTING AND COATING

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes surface preparation and field application of paints and other coatings.
- B. Paint/Stain all exposed surfaces, new and existing, unless otherwise indicated.
 - 1. Exterior Work
 - a. Brick Mold
 - b. Steel Lintels
 - c. Exterior Doors and Frames
 - 2. Interior Work
 - a. Walls / window jambs, etc. [where affected by work]
 - b. Interior trim and casing [where affected by work]
- C. Do not paint prefinished items, finished metal surfaces, operating parts, labels, and materials obviously intended to be left exposed such as brick and tile.
- D. Unless otherwise indicated do not paint concealed surfaces.
- E. Obtain primers and undercoat materials for each coating system from the same manufacturer as the finish coats. Primer and finish coat shall be factory applied, finish coat shall be field applied.
- F. **Extra Materials:** Deliver to Owner **any extra materials**, properly labeled, factory sealed, of each color and type of finish coat paint used on project for each building in contract. Materials shall be signed for by MMHA.
- G. Minimum surface temperature of 50 degrees required for all coating systems.
- H. Store all materials in tightly closed containers when not in use, away from heat, electrical equipment, sparks and open flames. Use approved bonding and grounding procedures. Keep out of the reach of children and residents.
- I. Transfer materials to approved containers with complete and appropriate labeling.

1.2 APPLICATORS QUALIFICATIONS

- A. Engage an experienced applicator with a minimum of five years experience and who has completed painting systems application similar in materials and extend to those indicated for the Project and that have resulted in a construction record of successful in-service performance.

1.3 SUBMITTALS

- A. Product Data and Color Samples: Provide product data on each coating system component indicating VOC and environmental requirements. Coordinate coating systems for each material/substrate.

1.4 MOCKUP

- A. Full-coat finish sample (benchmark sample) of each type of coating, substrate, color, and finish required in area of not less than 100 sq. ft. Comply with PDCA P5. Contractor shall not begin work until final approval is given on color and finish.

1.5 REFERENCES AND REGULATIONS:

- A. Standards: Comply with applicable provisions and recommendations of the following, except when otherwise shown or specified:

1. OSHA Safety Standards for the Construction Industry, Title 29 - Labor, Subtitle B – Regulations Relating to Labor, Occupational Safety and Health Administration (OSHA) 1926, 07/01/93 editions.
 2. OSHA Worker Safety and Health Act Regulation 29 CFR No. Parts 1900 through 1910.1400, 07/01/93 and later editions.
 3. SSPC Volume 1, Good Painting Practice, 1989 edition.
 4. SSPC Volume 2, Systems and Specifications, 1991 edition, Surface Preparation Guide and Paint Application Specifications of the Steel Structures Painting Council.
 5. NACE Standards, Volume I and II, 1992 editions of the National Association of Corrosion Engineers.
 6. SSPC and NACE Painter Safety Guidelines, latest editions.
- B. Requirements of Regulatory Agencies, conform with the following:
1. Clean Air Act (CAA) – hazardous Air Emissions by U.S. EPA or State Agency under Regulation 40 CFR 61 or state equivalent.
 2. Clean Water Act (CWA) – hazardous Water Releases by U.S. EPA or State Agency under Regulation 40 CFR 116 through 117 or state equivalent.
 3. Toxic Substances Control Act (TSCA) – Toxic substance by U.S. EPA under Regulation 40 CFR 761.
 4. Comprehensive Environmental Response, Compensation and Liability Act (CERCLA or “SuperFund”) – Uncontrolled Hazardous Waste Sites and Hazardous Substance Release by U.S. EPA under Regulation 40 CFR 302.
 5. Resource Conservation and Recovery Act (RCRA) – Generation, Transportation, Treatment, Storage and Disposal of hazardous waste by U.S. EPA or State Agency under Regulation 40 CFR 260 through 267 or state equivalent.
 6. Hazardous and Solid Waste Amendments (HSWA) – Further regulation of hazardous waste by U.S. EPA or State Agency under Regulation 40 CFR through 267 or state equivalent.
 7. Hazardous Material Transportation Act (HMTA) – Transportation of Hazardous Material by DOT or State Agency under Regulation 49 CFR 171 through 179 or state equivalent.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: Submit maintenance and cleaning instructions.

1.7 QUALITY ASSURANCE

- A. Surface Burning Characteristics:
1. Fire Retardant Finishes: Maximum 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. Store and apply materials in environmental conditions required by manufacturer's instructions.

PART 2 PRODUCTS

2.1 COLORS AND FINISHES

- A. Color Pigments: Pure, non-fading, applicable types to suit substrates and service indicated.
1. Lead: Measurable lead content in either the pigment or binder will not be permitted.
 2. The finish coats shall match colors selected.
- B. Finish Quality:
1. Finishes shall exhibit a high quality, commercial grade appearance of uniform thickness.
 2. Finishes shall be free of runs, sags, drips, waves, orange peel, festoons, dry spray, cloudiness, spotting, ropiness, brush marks, roller marks, fish eyes or other surface imperfections, voids, discontinuities, pinholes, holidays and overspray.
 3. Final coat shall be uniform in texture, color and gloss, and shall provide an acceptable match with the approved drawdown sample sheet.

2.2 COATINGS

- A. Manufacturer
 - 1. Sherwin-Williams (SW)
 - 2. PPG Porter
 - 3. Behr
- B. Colors: As selected from a full range of manufacturer's offerings, including premium colors.
- C. Contractor shall provide for a minimum of the following of [3] colors for interior work and [3] colors for exterior work.

2.3 EXTERIOR COATINGS

- A. Exterior Alkyd Wood Primer: SW A-100 "Exterior Oil Wood Primer, Y24W20, or equal.
 - 1. Alkyd based wood primer
 - 2. VOC: maximum 326 g/L; 2.72 lb/gal
 - 3. Volume solids: 58% +/- 2%
- B. Exterior Latex Primer Sealer: SW PrepRite ProBlock B51 Series, or equal.
 - 1. Interior/Exterior Latex Primer Sealer.
 - 2. VOC: maximum 96 g/L; 0.80 lb/gal
 - 3. Volume solids: 36 +/- 2%
- C. Exterior Latex Paint: SW Duration Exterior Latex Satin K33 Series, or equal.
 - 1. Acrylic based exterior satin finish top coat
 - 2. VOC: < 50 g/L; 0.42 lb/gal
 - 3. Volume solids: 39 +/- 2%
- D. Acrylic Primer: SW DTM Acrylic Primer/Finish B66W1, or equal.
 - 1. Acrylic emulsion waterborne, corrosion resistant coating
 - 2. VOC: maximum 150 g/L; 1.25 lb/gal
 - 3. Volume solids: 46 +/- 2%
- E. Acrylic Coating: SW DTM Acrylic Coating B66-100 Series Gloss, or equal.
 - 1. Acrylic emulsion finish topcoat
 - 2. VOC: maximum 250 g/L; 2.08 lb/gal
 - 3. Volume solids: 38 +/- 2%
- F. Acrylic Coating: SW DTM Acrylic Gloss Enamel, or equal.
 - 1. Acrylic emulsion finish topcoat
 - 2. VOC: maximum 250 g/L; 2.08 lb/gal
 - 3. Volume solids: 38 +/- 2%
- G. Epoxy Primer: SW Recoatable Epoxy Primer or equal.
 - 1. Rust inhibitive high build catalyzed polyamide/bisphenol A epoxy primer.
 - 2. VOC: Unreduced 295 g/L; 2.46 lb/gal
 - 3. Volume solids: 81% +/- 2%

2.4 INTERIOR COATINGS

- A. Interior Latex Primer: SW Premium Interior Wall and Wood Primer B28W08111, or equal.
 - 1. Interior Latex Primer
 - 2. VOC: maximum 41g/L; 0.34 lb/gal
 - 3. Volume Solids: 46 +/- 2%
- B. Interior Latex: SW ProMar 200 Zero VOC Interior Latex Flat B30-2600 Series, or equal.
 - 1. Interior Latex Flat Acrylic
 - 2. VOC: maximum 0g/L; 0.0 lb/gal
 - 3. Volume Solids: 41 +/- 2%

- C. Interior Latex: SW ProMar 200 Zero VOC Eg-Shel B20-2600 Series, or equal.
 - 1. Interior Latex Eggshell Acrylic
 - 2. VOC: maximum 0g/L; 0.0 lb/gal
 - 3. Volume Solids: 42 +/- 2%
- D. Interior Latex: SW ProMar 200 Zero VOC Semi-Gloss B31-2600 Series, or equal.
 - 1. Interior Latex Semi-Gloss Acrylic
 - 2. VOC: maximum 0g/L; 0.0 lb/gal
 - 3. Volume Solids: 39 +/- 2%
- E. Interior Acrylic Primer: SW Pro Industrial DTM Acrylic Primer B66W1
 - 1. Interior Acrylic Primer
 - 2. VOC: <150 g/L, 1.25 lb/gal
 - 3. Volume Solids: 46% +/- 2%
- F. Interior Acrylic Finish: SW DTM Acrylic Finish B66W01151 Series
 - 1. Interior Acrylic Coating
 - 2. VOC: <50 g/L, 0.42 lb/gal
- G. Wood Conditioner: Sherwin Williams Min-Wax Pre-Stain Wood Conditioner
 - 1. VOC: 350 g/L
 - 2. Volume Solids: 10.24%
- H. Wood Stain: Sherwin Williams Min-Wax Performance Series Tintable Wood Stain 250 VOC.
 - 1. VOC: 250 g/l; 2.08 lb/gal.
 - 2. Volume Solids: 76% - 37% +/- 2%
- I. Sanding Sealer: Sherwin Williams Min-Wax Performance Series Fast-Dry Sanding Sealer
 - 1. VOC: 542 g/L
 - 2. Volume Solids: 39% +/- 2%
- J. Satin Varnish: Sherwin Williams Min-Wax Fast-Drying Polyurethane 350 VOC.
 - 1. VOC: maximum 350 g/l
 - 2. Volume Solids: 53.0-57.0%

PART 3 EXECUTION

3.1 SURFACE PREPARATION

- A. Comply with paint manufacturer's written instructions for surface preparation, environmental and substrate conditions, product mixing, and application.
- B. Perform all surface preparation in accordance with SSPC specifications, guidelines and good painting practices.
- C. Patch all holes and imperfections with spackle joint compound and sand smooth. Repair existing gypsum board finishes to a level 4 finish quality.
- D. Seal all stains from water, smoke, ink, pencil, grease, etc. with SW Harmony Interior Latex Primer or equal.
- E. Fill all cracks, voids and crevices with caulk after priming the surface.
- F. MILDEW REMEDIATION: Remove all mildew before painting with a solution of 1 part liquid bleach to 3 parts water, X14 or Equal. Apply solution and scrub mildew area. Allow solution to remain on for 10 minutes. Rinse thoroughly and allow surface to dry before painting, installation of cabinets, etc.
- G. Do not paint until surface is thoroughly dry and in sound condition.

3.2 APPLICATION

- A. Examination and Verification of Condition: Contractor shall verify the areas and conditions under which the work is to be performed and notify the Owner in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until satisfactory conditions have been corrected. Do not coat over chalk, dirt, scale, moisture, oil, surface contaminants, coatings that have exceeded the manufacturer's re-coat guidelines, or conditions otherwise detrimental to the formation of a durable high quality coating system.
- B. Comply with manufacturer's instructions and SSPC Good Paint Practices Volumes 1 and 2.
- C. Comply with OSHA regulations, City of Dayton, State of Ohio and Federal laws, ordinances, and guidelines.
- D. Coating systems require a minimum surface temperature of 77 degrees F at 50% RH for proper drying and curing with a minimum temperature of 50 degrees and a maximum relative humidity of 85%. Follow label directions for each type of coating. Substrate temperatures to be coated shall be a minimum of 5 degree F above dew point and rising. Ambient surface to be painted and coating materials shall be a minimum maintained temperature of 50 degree F for 24 hours.
- E. Refer to MSDS sheets before using any product.
- F. All surfaces must be thoroughly dry before coating applications.
- G. Apply coatings using brush or roller only.
- H. Labor and materials shall be guaranteed for five years against disbondment, fading that results in non-uniform finish color and chalking.

3.3 EXTERIOR PAINT APPLICATION SCHEDULE

- A. Exterior wood trim, door frames, etc.: As follows:
 - 1. Wood Alkyd Primer: SW A-100 Exterior Oil Wood Primer, Y24W20 at 2.3 MILS DFT per coat, one coat
 - 2. Exterior Latex Coating: SW Duration Exterior Latex Satin K33 Series at 2.0-4.0 MILS DFT per coat- two coats.
- B. Wood / Composite Trim:
 - 1. Primer: Factory Applied or Wood Alkyd Primer: SW A-100 Exterior Oil Wood Primer, Y24W20 at 2.3 MILS DFT per coat, one coat
 - 2. Exterior Latex Coating: SW Duration Exterior Latex Satin K33 Series at 2.0-4.0 MILS DFT per coat- two coats.
- C. Miscellaneous metals, metal doors, and steel lintels as follows:
 - 1. Primer: Factory Applied for doors
 - 2. Flat Acrylic Primer: SW DTM Acrylic Primer/Finish at 2.5 MILS DFT per coat, one coat.
 - 3. Semi-Gloss, Acrylic Coating: SW DTM Acrylic Semi-Gloss Enamel at 2.5 to 4 MILS DFT per coat, two coats.

3.4 INTERIOR PAINT APPLICATION SCHEDULE

- A. Primer on Gypsum Board:
 - 1. Walls / Ceilings:
 - a. Interior Latex Primer: SW Primer at 1.8 MILS DFT per coat, one coat. [as required by gypsum board repairs, etc.]
- B. Gypsum Board:
 - 1. Gypsum board walls:
 - a. Interior Latex: SW Promar 200 Zero VOC Low Sheen Interior Latex at 1.6 MILS DFT, two coats.
- C. Stained Interior Finish Carpentry / Wood Doors [if not pre-finished]

1. Wood Conditioner: SW Min-Wax Pre-Stain Wood Conditioner, One Coat
 2. Wood Stain: SW Min-Wax Performance Series Tintable Wood Stain 250 VOC, One Coat
 3. Sealer: SW Min-Wax Performance Series Fast-Dry Sanding Sealer, one coat.
 4. Satin Varnish: SW Min-Wax Fast-Dry Polyurethane, two coats.
- D. Painted Woodwork, Trim Components:
1. Interior Latex Primer: SW Primer at 1.8 MILS DFT per coat, one coat.
 2. Interior Latex: SW ProMar 200 Zero VOC Semi-Gloss Interior Latex at 1.6 MILS DFT, two coats.
- E. MATCH EXISTING COLORS / FINISHES AS APPLICABLE IN EACH UNIT – VARY FROM LOCATION TO LOCATION / UNIT TO UNIT.

3.5 CLEAN UP

- A. Clean site and remove debris and empty cans daily. Remove all paint from adjacent surfaces. Clean spills and splatters immediately.
- B. Clean hands and tools immediately after use with soap and water for water based products and with mineral spirits for oil based products.
- C. Follow manufacturer's safety recommendations when using mineral spirits.

3.6 ENVIRONMENTAL REQUIREMENTS

- A. Store and apply materials in environmental conditions required by manufacturer's instructions.

END OF SECTION

SECTION 12 20 00 - WINDOW TREATMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes vinyl mini-blinds and operating hardware.

1.2 SUBMITTALS

- A. Product Data: Submit data indicating physical and dimensional characteristics, operating features.
- B. Samples: Submit two samples illustrating slat materials and finish, color, cord type and color.

PART 2 PRODUCTS

2.1 HORIZONTAL BLINDS

- A. Manufacturers:
 - 1. Bali Blinds, Value Vinyl Horizontal Blinds
 - 2. Hunter Douglas
 - 3. Levolor
 - 4. Equal

2.2 COMPONENTS

- A. Mini Blinds: 1 inch cordless vinyl horizontal slat louvers hung from full-width aluminum head rail with full-width bottom rail; manual control to raise or lower, cordless lift with wand tilt blade angle adjustment.
 - 1. Slat Support: Woven polypropylene cord, ladder configuration.
 - 2. Pull Cord: None, cordless lift.
 - 3. Color: As selected from manufacturer's standard colors.
 - 4. Roller Mechanism: Internally fitted with hardware for blind operation.
 - 5. Attachment Hardware: Type recommended by blind manufacturer. Brackets shall be heavy-duty type.

2.3 FABRICATION

- A. Fabricate blinds to fit within openings with uniform edge clearance of 1/2 inch.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify openings are ready to receive the Work.

3.2 INSTALLATION

- A. Secure in place with flush countersunk fasteners.
- B. Adjust blinds for smooth operation.
- C. Provide blinds at each window opening, sized to fit openings.

END OF SECTION

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