

INVITATION TO BID

FY2020-IFB-10

J.L. Young Garden Apartments

Beam Seats and Structural Repairs



November 4, 2020

Tampa Housing Authority
Real Estate Development Department
5301 West Cypress Street
Tampa, Florida 33607

TABLE OF CONTENTS

Bidding Information & Contractual Legal Documents

I. BIDDING REQUIREMENTS	SECTION
Table of Contents	00 01 10
Invitation to Bid	00 11 16
Instructions to Bidders for Contracts (HUD 5369)	00 21 13
Detailed Scope of Work	00 24 13
II. BID PACKAGE (Submit the Following to the Authority)	
Bid Form.....	00 41 00
Bid Bond (Required if bid is over \$25,000.00).....	00 43 13
Representations, Certifications and Other Statement of Bidders (HUD 5369-A).....	00 45 00
Statement of Bidder’s Qualifications.....	00 45 13
Non Collusive Affidavit.....	00 45 19
Section 3 and MBE Compliance Certification Forms (Including Contractor List).....	00 62 39
III. BONDS AND CERTIFICATES (Submit the Following to the Authority upon Contract award)	
Performance Bond.....	00 61 13.13
Payment Bond.....	00 61 13.16
IV. CONTRACTING REQUIREMENTS	
General Conditions for Construction Contracts (HUD 5370).....	00 72 13
Special Conditions.....	00 73 00
V. WAGE DETERMINATION	
Davis Bacon Wage Determination (Residential).....	00 73 43

This Page Intentionally Left Blank.



INVITATION TO BID

Bid No. **FY2020-IFB-10**

Date Issued: **11-4-20**

The Housing Authority of the City of Tampa (the "Authority") will receive sealed bids for **J.L. Young Garden Apartments Beam Seats and Structural Repairs** until 11:00 a.m. (prevailing Tampa, Florida time), on **November 19, 2020**. All bids are to be submitted to the attention of the 1st floor receptionist to be date and time stamped in and dropped in the designated bid submission repository of the Authority's Administrative office located at 5301 West Cypress Street, Tampa, Florida, 33607, **at which time and place all bids will be publicly opened and read aloud** via the following Microsoft Teams Meeting:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTkYNTYzNmEtY2UxMy00YWY3LThjYWYtOWlyNDQ4MDUyZmR%40thread.v20?context=%7b%22Tid%22%3a%224f687ee3-be0e-4cc5-a982-7165407bdd37%22%2c%22Oid%22%3a%2279cc6e91-79ad-4f9a-90d5-8d3b6a26b1d%22%7d.

Bids received after the above stated time may not be considered.

Qualified Contractors may pick up copies of the bidding documents by visiting THA's website at <http://www.thafl.com/Departments/Contract-n-Procurement/Default.aspx> or by submitting an email request to bidderquestions@thafl.com.

A virtual pre-bid meeting shall take place on the 4th day of November at 11:00 a.m. This meeting will be held via Microsoft Teams Meeting as follows: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDJhYTEwZDUtY2Y5Mi00NDU5LTkxNjqtYTRjMjliNjhhMDZm%40thread.v2/0?context=%7b%22Tid%22%3a%224f687ee3-be0e-4cc5-a982-7165407bdd37%22%2c%22Oid%22%3a%2279cc6e91-79ad-4f9a-90d5-8d3b6a26b1d%22%7d.

Contractors can schedule a site visit with Yasmin Dilbert (813) 341-9101 ext. 2660 between 1:00 PM and 4 PM on November 4, 2020. J.L. Young Garden Apartments is an elderly property. Mask will be mandatory along with all social distancing requirements as established by the CDC.

All questions concerning the bid documents requiring additional information or clarification shall be submitted in writing to THA via e-mail at bidderquestions@thafl.com. All questions will be accepted until November 12, 2020 at 2:00 p.m. and responded to in writing with addendum(s) issued to all prospective bidders by visiting the THA's website at <http://www.thafl.com/Departments/Contract-n-Procurement/Default.aspx>.

A Bid Guarantee in the amount of 5% of the total base bid must accompany each bid that exceeds \$100,000. Bid guarantee shall be a Bid Bond secured by a surety company authorized to do business in the State of Florida and listed in the latest Department of Treasury Circular 570 published in the Federal Register; or as permitted by state law, a certified check, bank draft, or U.S. Government Bond at per value. If bid security is not submitted the Authority will reject the bid. All Bid Guarantees must be made payable to the Housing Authority of the City Tampa. Personal checks will not be accepted. In addition, a Non-Collusive Affidavit must be supplied with each bid that exceeds \$25,000.

For all contracts that exceed \$100,000, the successful bidder will be required to furnish and pay for the satisfactory Performance and Payment bonding in the amount of 100% of the contract price. The successful bidder will be required to furnish certificates of insurance in accordance with the General Conditions and Special Conditions.

Attention is called to the fact that not less than the minimum of salaries and wages, as set forth in the specifications must be paid on this project (Davis-Bacon Wages for local area – Tampa). The Contractor must ensure that employees and applicants for employment are not discriminated against because of race, color, creed, gender, disability, or national origin. The successful bidder will be required to present a certification of Affidavit Action Compliance.

In accordance with Department of Housing and Urban Development (HUD) regulations, the Authority is required to establish a goal of awarding at least 20 percent of the dollar value of construction contracts to Minority Business Enterprises (MBEs) or General Contractors with MBE participation. In accordance therewith, prime contractors are required to meet or exceed this 20% MBE participation goal by time of bid.

In accordance with Section 3 of the U. S. Department of Housing and Urban Development Act of 1968, the Authority requires all construction Contractors, to the greatest extent feasible, to provide training, contracting and employment opportunities to low income residents residing in the Authority's public housing communities.

The Authority intends to award a contract on the basis of the lowest and most responsible TOTAL base bid and in a single Contract for all work to be performed in the above referenced project.

No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of without the prior written consent of the Authority.

Bidders shall carefully examine the documents and construction site to obtain first-hand knowledge of existing conditions. Contractors will not be given an extra payment for conditions that can be determined by examining the site and documents.

The Authority reserves the right to waive irregularities and to reject any or all bids. Failure to submit a bid properly may result in rejection of the Bid.

Documents to be submitted with Bid

- Complete Bid Form, Section 00 41 00.
- Complete Representation, Certifications and Other Statements of Bidders (HUD 5369A) Section 00 45 00.
- Complete Statement of Bidder's Qualifications, Section 00 45 13.
- Complete Section 3 & MBE Compliance Certification Form Section 00 62 39.
- Complete Non-Collusive Affidavit, Section 00 45 19.
- Complete Bid Bond (for bids over \$25,000.00), Section 00 43 13.

Questions regarding this solicitation may be directed to the Authority by e-mailing bidderquestions@thaf1.com.

THE HOUSING AUTHORITY OF THE CITY OF TAMPA IS AN EQUAL OPPORTUNITY EMPLOYER, BY ORDER OF JEROME D. RYANS, PRESIDENT/CEO.

END OF INVITATION TO BID



Instructions to Bidders for Contracts
Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	2
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

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 non-responsible 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 at designate the official or location where a protest may be served on:

Mr. Nicholas Dickerson, Contracting Officer
THA Purchasing & Contracting Office
5301 West Cypress Street
Tampa, Florida 33607

(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.

END OF HUD FORM 5369

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and Drawing conventions.
7. Miscellaneous provisions.

- B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification: J.L Young Garden Apartments Beam Seats and Structural Repairs

1. Project Location: 8220 N. Florida Avenue, Tampa, FL 33604.

- B. Owner: Tampa Housing Authority

1. Owner's Representative: Yasmin Dilbert.

- C. Architect: Ronald G. Billy, Jr., NCARB, LEED AP

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:

1. New construction for the repair of the beam seats and miscellaneous structural repairs

- B. Type of Contract:

Scope of Work

1. Project will be constructed under a single prime contract.

1.5 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 1. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and adjacent building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise indicated.
- C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

Scope of Work

1. Notify Owner not less than two days in advance of proposed disruptive operations.
 2. Obtain Owner's written permission before proceeding with disruptive operations.
- D. Restricted Substances: Use of tobacco products and other controlled substances within the existing building or 25 feet of the building is not permitted.
- E. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

Scope of Work

SECTION 00 24 13

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use facsimile of form provided in Project Manual.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
 - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific

Scope of Work

features and requirements indicated. Indicate deviations, if any, from the Work specified.

- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
 - h. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - i. Cost information, including a proposal of change, if any, in the Contract Sum.
 - j. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
 - k. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

Scope of Work

SECTION 00 24 13

1.7 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 30 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Substitution request is fully documented and properly submitted.
 - e. Requested substitution will not adversely affect Contractor's construction schedule.
 - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - g. Requested substitution is compatible with other portions of the Work.
 - h. Requested substitution has been coordinated with other portions of the Work.
 - i. Requested substitution provides specified warranty.

Scope of Work

- j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

Scope of Work

SECTION 00 24 13

SECTION 012600- CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Section 013100 "Project Management and Coordination" for requirements for forms for contract modifications provided as part of web-based Project management software.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue through Construction Manager supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and

Scope of Work

finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

e. Quotation Form: Use forms acceptable to Architect.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to Architect.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

Scope of Work

1.7 WORK CHANGE DIRECTIVE

- A. Work Change Directive: Architect may issue a Work Change Directive on form acceptable to the architect. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

Scope of Work

SECTION 00 24 13

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's Project number.
 - d. Contractor's name and address.
 - e. Date of submittal.

Scope of Work

2. Arrange schedule of values consistent with format of AIA Document G703.
3. Arrange the schedule of values in tabular form, with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent. Round dollar amounts to whole dollars, with total equal to Contract Sum.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site.
6. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
7. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Architect by the 25th day of the month or as mutually agreed upon. The period covered by each Application for Payment is one month, ending on the last day of the month.
 1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.

Scope of Work

SECTION 00 24 13

- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 and HUD 51000 Schedule Amounts for Contract Payments as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- G. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.

Scope of Work

SECTION 00 24 13

2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
 5. Products list (preliminary if not final).
 6. Sustainable design action plans, including preliminary project materials cost data.
 7. Schedule of unit prices.
 8. Submittal schedule (preliminary if not final).
 9. List of Contractor's staff assignments.
 10. List of Contractor's principal consultants.
 11. Copies of building permits.
 12. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 13. Initial progress report.
 14. Report of preconstruction conference.
 15. Certificates of insurance and insurance policies.
 16. Performance and payment bonds.
 17. Data needed to acquire Owner's insurance.
- J. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. Evidence that claims have been settled.

Scope of Work

5. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

Scope of Work

SECTION 00 24 13

SECTION 013100 – PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project, including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. RFIs.
 - 4. Digital project management procedures.
 - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
 - 1. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. BIM: Building Information Modeling.
- B. RFI: Request for Information. Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.

Scope of Work

- B. Key Personnel Names: Within 7 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses, cellular telephone numbers, and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
 - 1. Post copies of list in Project meeting room, in temporary field office, and in prominent location inbuilt facility. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and scheduled activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.

1.6 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

Scope of Work

SECTION 00 24 13

1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
 2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Owner name.
 3. Owner's Project number.
 4. Name of Architect.
 5. Architect's Project number.
 6. Date.
 7. Name of Contractor.
 8. RFI number, numbered sequentially.
 9. RFI subject.
 10. Specification Section number and title and related paragraphs, as appropriate.
 11. Drawing number and detail references, as appropriate.
 12. Field dimensions and conditions, as appropriate.
 13. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 14. Contractor's signature.
 15. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: AIA Document G716 or form acceptable to the Architect.
1. Attachments shall be electronic files in PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.

Scope of Work

SECTION 00 24 13

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 5 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log monthly.
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number, including RFIs that were returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times a minimum of 10 working days prior to meeting.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner and Architect; Contractor and its superintendent; major subcontractors; and other concerned parties shall attend the

Scope of Work

conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Critical work sequencing and long lead items.
 - d. Designation of key personnel and their duties.
 - e. Lines of communications.
 - f. Use of web-based Project software.
 - g. Procedures for processing field decisions and Change Orders.
 - h. Procedures for RFIs.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents.
 - k. Submittal procedures.
 - l. Preparation of Record Documents.
 - m. Use of the premises and existing building.
 - n. Work restrictions.
 - o. Working hours.
 - p. Owner's occupancy requirements.
 - q. Responsibility for temporary facilities and controls.
 - r. Procedures for moisture and mold control.
 - s. Procedures for disruptions and shutdowns.
 - t. Construction waste management and recycling.
 - u. Parking availability.
 - v. Office, work, and storage areas.
 - w. Equipment deliveries and priorities.
 - x. First aid.
 - y. Security.
 - z. Progress cleaning.
3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Coordination Meetings: Conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.

1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure

Scope of Work

commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

- b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.
 - 2) Status of submittals.
 - 3) Deliveries.
 - 4) Off-site fabrication.
 - 5) Access.
 - 6) Site use.
 - 7) Temporary facilities and controls.
 - 8) Work hours.
 - 9) Hazards and risks.
 - 10) Progress cleaning.
 - 11) Quality and work standards.
 - 12) Status of RFIs.
 - 13) Proposal Requests.
 - 14) Change Orders.
 - 15) Pending changes.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

Scope of Work

SECTION 00 24 13

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Submittal schedule requirements.
- 2. Administrative and procedural requirements for submittals.

- B. Related Requirements:

- 1. Section 013100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
- 2. Section 014000 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
- 3. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
- 4. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.4 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:

- 1. Project name.
- 2. Date.

Scope of Work

3. Name of Architect.
4. Name of Contractor.
5. Name of firm or entity that prepared submittal.
6. Names of subcontractor, manufacturer, and supplier.
7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
8. Category and type of submittal.
9. Submittal purpose and description.
10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
11. Drawing number and detail references, as appropriate.
12. Indication of full or partial submittal.
13. Location(s) where product is to be installed, as appropriate.
14. Other necessary identification.
15. Remarks.
16. Signature of transmitter.

- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.
- E. Submittals Utilizing Web-Based Project Software: Prepare submittals as PDF files or other format indicated by Project management software.

1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 1. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project management software website. Enter required data in web-based software site to fully identify submittal.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.

Scope of Work

SECTION 00 24 13

4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 10 days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 14 days for initial review of each submittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.

Scope of Work

SECTION 00 24 13

- e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. Submit Product Data before Shop Drawings, and before or concurrently with Samples.
- B. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
 1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
 3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics and identification information for record.
 4. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
 5. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 6. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 7. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing

Scope of Work

color, texture, and pattern; color range sets; and components used for independent testing and inspection.

a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.

- 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
- 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

C. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.

D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

E. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

F. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.

Scope of Work

G. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.
 - g. Limitations of use.

1.7 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

Scope of Work

SECTION 00 24 13

1.8 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return.
 - 1. PDF Submittals: Architect and Construction Manager will indicate, via markup on each submittal, the appropriate action.
 - 2. Submittals by Web-Based Project Management Software: Architect will indicate, on Project management software website, the appropriate action.
 - a. Actions taken by indication on Project management software website have the following meanings:
- B. Informational Submittals: Architect and Construction Manager will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will discard submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

Scope of Work

SECTION 00 24 13

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
 - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).

Scope of Work

- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.
- E. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" shall have the same meaning as the term "testing agency."
- H. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work, to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- I. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work, to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

1.4 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 QUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as

Scope of Work

SECTION 00 24 13

well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.

- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged in the activities indicated.
 - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- F. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- G. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.6 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
 - 2. Payment for these services will be made from testing and inspection allowances specified in Section 012100 "Allowances," as authorized by Change Orders.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
 - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - 2. Engage a qualified testing agency to perform quality-control services.

Scope of Work

SECTION 00 24 13

- a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform duties of Contractor.
- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.

Scope of Work

4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspection equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's Construction Schedule. Update and submit with each Application for Payment.
1. Schedule Contents: Include tests, inspections, and quality-control services, including Contractor- and Owner-retained services, commissioning activities, and other Project-required services paid for by other entities.
 2. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.
1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample-taking, and similar services, repair damaged construction and restore substrates and finishes.

Scope of Work

SECTION 00 24 13

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

Scope of Work

SECTION 00 24 13

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

- A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the United States Access Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

Scope of Work

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
- C. Electronic Communication Service: Provide secure WiFi wireless connection to internet with provisions for access by Architect and Owner.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
 - 1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

Scope of Work

SECTION 00 24 13

1. Comply with work restrictions specified in Section 011000 "Summary."
- C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

3.4 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

Scope of Work

SECTION 00 24 13

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for requests for substitutions.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved by Architect through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification.
- C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named

Scope of Work

product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications. Submit a comparable product request, if applicable.

1.4 ACTION SUBMITTALS

- A. Comparable Product Request Submittal: Submit request for consideration of each comparable product. Identify basis-of-design product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
 - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Form of Architect's Approval of Submittal: As specified in Section 013300 "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
 - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.
- B. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.
 - 1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is not conspicuous.
 - 2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the following:

Scope of Work

SECTION 00 24 13

- a. Name of product and manufacturer.
- b. Model and serial number.
- c. Capacity.
- d. Speed.
- e. Ratings.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
 1. Store products to allow for inspection and measurement of quantity or counting of units.
 2. Store materials in a manner that will not endanger Project structure.
 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 6. Protect stored products from damage and liquids from freezing.
 7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

Scope of Work

SECTION 00 24 13

2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
 6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
 - a. Submit additional documentation required by Architect in order to establish equivalency of proposed products. Evaluation of "or equal" product status is by the Architect, whose determination is final.
- B. Product Selection Procedures:
1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Sole product may be indicated by the phrase: "Subject to compliance with requirements, provide the following: ..."

Scope of Work

SECTION 00 24 13

2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Sole manufacturer/source may be indicated by the phrase: "Subject to compliance with requirements, provide products by the following: ..."
3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.
 - a. Limited list of products may be indicated by the phrase: "Subject to compliance with requirements, provide one of the following: ..."
4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, which complies with requirements.
 - a. Non-limited list of products is indicated by the phrase: "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following: ..."
5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.
 - a. Limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, provide products by one of the following: ..."
6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, which complies with requirements.
 - a. Non-limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following: ..."
7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
 - a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.

Scope of Work

SECTION 00 24 13

- C. Visual Matching Specification: Where Specifications require "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
 - 1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
 - 2. Evidence that proposed product provides specified warranty.
 - 3. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 - 4. Samples, if requested.
- B. Submittal Requirements: Approval by the Architect of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

Scope of Work

SECTION 00 24 13

**Rock Island, IL
(19-12460)**

Request for substitution **requires burden of proof on Proposer** and constitutes a representation that the submitter:

- | | | |
|--------------------------|--------------------------|--|
| Yes | No | |
| <input type="checkbox"/> | <input type="checkbox"/> | Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product in all respects. |
| <input type="checkbox"/> | <input type="checkbox"/> | Will provide the same warranty for the substitution as for the specified product. |
| <input type="checkbox"/> | <input type="checkbox"/> | 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. |
| <input type="checkbox"/> | <input type="checkbox"/> | Certifies that the cost data presented is complete and includes all related cost under this contract except architect's redesign fees and that he waives claims for additional costs or time extension related to the substitution which may subsequently become apparent. |
| <input type="checkbox"/> | <input type="checkbox"/> | Will reimburse Owner and Tyson and Billy Architects, P.C. for review or redesign services associated with re-approval by authorities. |

Submit three (3) copies of request for substitution for consideration. Limit each request to one proposed substitution. **Substitution Approval Form** must be included with each request. Include product identification, including manufacturer's name and model no.

Submit Itemized comparison of the proposed substitution with product specified; List significant variations. Provide data relating to changes in construction schedule.

Submit list of changes required in other work or products.

PRODUCT SPECIFIED:

PROPOSED SUBSTITUTION:

Manufacturer: _____

Manufacturer: _____

Model #: _____

Model #: _____

Cost: _____

Cost: _____

COST DIFFERENCE: _____

Company Name

Tyson and Billy Architects, P.C.
Architect Firm

Signature

Signature

Date

Date

Approved **Not Approved**

Comments: _____

Scope of Work

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
- B. Related Requirements:
 - 1. Section 012900 "Payment Procedures" for requirements for Applications for Payment for Substantial Completion and Final Completion.
 - 2. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.

1.3 DEFINITIONS

- A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Architect's use prior to Architect's inspection, to determine if the Work is substantially complete.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.5 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

Scope of Work

- C. Field Report: For pest-control inspection.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items required by other Sections.

1.7 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 1. Advise Owner of pending insurance changeover requirements.
 2. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 3. Complete final cleaning requirements.
 4. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

Scope of Work

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.8 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
 1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report.
 5. Submit Final Completion photographic documentation.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 1. Submit on digital media acceptable to Architect by email to Architect.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

Scope of Work

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Clean flooring, removing debris, dirt, and staining; clean according to manufacturer's recommendations.
 - i. Vacuum and mop concrete.
 - j. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.

Scope of Work

- k. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - l. Remove labels that are not permanent.
 - m. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste-disposal requirements in Section 015000 "Temporary Facilities and Controls."

END OF SECTION 017700

Scope of Work

SECTION 00 24 13

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Product maintenance manuals.
- B. Related Requirements:
 - 1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:
 - 1. Submit on digital media acceptable to Architect by email to Architect. Enable reviewer comments on draft submittals.

Scope of Work

- C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.
 - 1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.
- D. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.5 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
 - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 - 2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.
 - 1. Binders: Heavy-duty, three-ring, vinyl-covered, post-type binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
 - 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 - 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment. Enclose title pages and directories in clear plastic sleeves.
 - 4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.

Scope of Work

5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.6 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Product Information: Include the following, as applicable:
 1. Product name and model number.
 2. Manufacturer's name.
 3. Color, pattern, and texture.
 4. Material and chemical composition.
 5. Reordering information for specially manufactured products.
- E. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 1. Inspection procedures.
 2. Types of cleaning agents to be used and methods of cleaning.
 3. List of cleaning agents and methods of cleaning detrimental to product.
 4. Schedule for routine cleaning and maintenance.
 5. Repair instructions.
- F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 1. Include procedures to follow and required notifications for warranty claims.

Scope of Work

SECTION 00 24 13

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017823

Scope of Work

SECTION 00 24 13

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
 - 4. Miscellaneous record submittals.
- B. Related Requirements:
 - 1. Section 017700 "Closeout Procedures" for general closeout procedures.
 - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit two set(s) of marked-up record prints.
 - 2. Number of Copies: Submit copies of record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit one paper-copy set(s) of marked-up record prints.
 - 2) Submit PDF electronic files of scanned record prints and one of file prints.
 - 3) Submit record digital data files and one two set(s) of plots.
 - 4) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit PDF electronic files of scanned record prints and three set(s) of prints.
 - 2) Print each drawing, whether or not changes and additional information were recorded.
 - c. Final Submittal:

Scope of Work

- 1) Submit record digital data files and three set(s) of record digital data file plots.
 - 2) Plot each drawing file, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy of each submittal.
1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

1.4 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding photographic documentation.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.

Scope of Work

SECTION 00 24 13

4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file with comment function enabled.
 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

1.5 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
 5. Note related Change Orders[, **record Product Data,**] and record Drawings where applicable.
- B. Format: Submit record Specifications as paper copy.

1.6 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

Scope of Work

- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- C. Format: Submit record Product Data as annotated PDF electronic file.
 - 1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

1.7 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintenance of Record Documents: Store record documents in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION 017839

Scope of Work

SECTION 00 24 13

CONCRETE REPAIR

1.0 GENERAL

1.1 Scope

This specification covers the furnishing of all labor, equipment, and materials required to repair, rehabilitate, or reconstruct spalled, deteriorated, or structurally damaged concrete surfaces and concrete members. Depth of repairs shall be adequate to restore the concrete member or slab to its original dimensions after proper preparation to sound concrete. The contractor shall repair all concrete surfaces and members as shown on contract drawings or as specified herein. Refer to Specification Section 01 01 00 - Summary of Work.

1.2 References

- A. American Society for Testing and Materials (ASTM) – latest editions of the following standards:

ASTM C 33 Specification for Concrete Aggregates.

ASTM C 109 Test Method for Compressive Strength of Hydraulic Cement Mortars -- Modified.

ASTM C 348 Test Method for Flexural Strength of Hydraulic Cement Mortars.

ASTM C 469 Test Method for Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression.

ASTM C 496 Test Method for Splitting Tensile Strength of Cylindrical Concrete Specimens.

ASTM C 596 Test Method for Drying Shrinkage of Mortar Containing Portland Cement.

ASTM C 666 Test Method for Resistance of Concrete to Rapid Freezing and Thawing.

ASTM C 779 Test Method of Abrasion Resistance of Horizontal Concrete Surfaces.

ASTM C 806 Test Method for Restrained Expansion of Expansive Cement Mortar.

ASTM C 878-87 Test Method for Restrained Expansion of Shrinkage Compensating Concrete.

ASTM C 882 Test Method for Bond Strength of Epoxy Resin Systems Used with Concrete.

ASTM C 1042 Test Method for Bond Strength of Latex Systems used with Concrete.

ASTM C 1202 Test Method for Electrical Indication of Concrete's Ability to Resistance to Chloride Ion Penetration.

Scope of Work

- B. American Concrete Institute (ACI) Manual of Standard Practice (latest edition)
- C. International Concrete Repair Institute (ICRI) guidelines (latest editions).

1.3 Submittals

- A. The Contractor shall submit manufacturer's product technical data, specifications, and laboratory test results that validate product compliance with the requirements for the project.
- B. The Contractor shall submit warranty information confirming that the materials used will work as a compatible, warranted system.
- C. The Contractor shall issue Certificates of Warranty stating that all materials have been applied in accordance with the manufacturer's published instructions. Provide a 5 year warranty against workmanship (contractor) and material failure (manufacturer).

1.4 Submittals for Substitution of Materials

All submittals for substitutions must be made in writing to the engineer with supporting technical data sheets and test data showing complete equivalent performance.

1.5 Pre-Bid Inspection

The repair areas shown on the drawings or specified for repair are based on a general survey. The contractor shall visit the site prior to bid submittal to determine the extent of the required repairs. Final bid shall include total quantities of each repair type along with unit prices for quantities over or below the engineering estimate.

1.6 Environmental Conditions

Repair materials shall not be applied without protection in temperature below 45°F (7°C) nor when the temperature is expected to fall below 45°F (7°C) during the curing period unless otherwise specified by the material manufacturer. Repair material shall not be applied to frozen surfaces.

All materials used for the repair work must be VOC compliant. The manufacturer shall supply the appropriate material safety data sheets upon request.

1.7 Site Conditions

Job conditions shall be maintained at standards that allow material placement within temperature and cleanliness requirements. Unusual conditions as uncovered during the course of work shall be brought to the engineer's attention for analysis and disposition. These conditions include but are not limited to poor quality base concrete, severely corroded reinforcing steel, random cracks and deep oil penetration.

1.8 Shoring and Support

When removal and repair of deteriorated structural concrete may cause temporary weakness, excessive deflections or structural instability, shoring or other suitable supports shall be provided until completion and adequate curing of repairs.

The Contractor shall submit cut sheets with certified capacities for shoring to be used. Shoring plans, if required, shall be prepared, signed, and sealed by an Engineer registered in the State of Florida.

1.9 Material Handling

The material shall be delivered in the original, unopened containers. It shall be labeled with the manufacturer's name, product name, and lot number. Store materials at the job site under dry conditions and at temperatures between 50°F (10°C) and 90°F (32°C).

1.10 Quality Assurance

A. Contractor

The repair contractor shall have experience and proficiency specific to all work within this project.

B. Manufacturer Representative

The manufacturer shall be a company regularly engaged in the manufacturing and marketing of the products specified in this section. The manufacturer shall provide job service as required to assure proper handling and installation of materials. The field representative shall instruct as needed to assure that handling, mixing, placing and finishing of materials are in accordance with specifications.

C. Engineer

All work and materials are subject to observation by the Engineer and/or owner's representative. All work is subject to testing as deemed necessary by the Engineer. The expense of removing and replacing any concrete repair materials for observation or testing shall be borne by the Contractor if deemed necessary by the Engineer or Owner.

2.0 PRODUCTS

Any material substitutions must be approved by the engineer in accordance with Section 1.4.

2.1 Horizontal Deck/Floors Surface Repairs and Overlays (no exposed reinforcing steel)

A. Thicknesses from 1/4" (minimum depth) to 1/2":

MasterEmaco T 310 CI by Master Builders Solutions
Thin-Top Supreme by Euclid
MasterEmaco T 302 by Master Builders Solutions
SikaQuick 1000 by Sika

B. Thicknesses Greater than 1/2":

MasterEmaco T 1061 by Master Builders Solutions
MasterEmaco T 310 CI by Master Builders Solutions
Concrete-Top Supreme by Euclid
SikaQuick 1000 by Sika

C. Rapid Set, High Early Strength Repairs:

MasterEmaco T 1061 by Master Builders Solutions
MasterEmaco T 430 by Master Builders Solutions
Euco-Speed MP by Euclid
SikaQuick 1000 by Sika

D. Lightweight Self-leveling Underlayment:

Ultraplan 1 Plus or Novoplan 2 by Mapei

2.2 Horizontal Deck/Floors Structural Repairs (exposed reinforcing steel)

A. Thicknesses Greater than 1":

MasterEmaco T 1061 by Master Builders Solutions
MasterEmaco S 466 CI or S 477 CI by Master Builders Solutions
Eucocrete by Euclid
Sikacrete 211 by Sika

B. Formed and Full Depth Repairs:

MasterEmaco S 466 CI or S 477 CI, or MasterEmaco T 240 by Master Builders Solutions
Eucocrete by Euclid
MasterEmaco S440 MC or S440 by Master Builders Solutions
Sikacrete 211 by Sika

2.3 Vertical/Overhead Repairs

MasterEmaco S series or NR350 CI by Master Builders Solutions
MasterEmaco N 400 or N 400 RS by Master Builders Solutions
SikaTop 123 Plus or SikaRepair 223 by Sika
Verticoat or Verticoat Supreme by Euclid

2.6 Accessory Products

A. Epoxy/Cement Bonding Agent:

MasterEmaco P 124 by Master Builders Solutions
Sika Armatec 110 EpoCem by Sika

B. Epoxy/Cement Protective Coating for Reinforcing Steel:

MasterEmaco P 124 by Master Builders Solutions
Sika Armatec 110 EpoCem by Sika

2.7 Estimating

Refer to manufacturer's literature for material yields and coverages. Actual usage will vary depending on the profile and planeness of the repair surface and should be verified by the contractor. The contractor shall install the material at the thicknesses specified herein or on drawings and shall be familiar with site conditions to determine appropriate material quantities.

3.0 EXECUTION

3.1 References

ACI 302.1R-89 "Guide for Concrete Floor and Slab Construction"
ACI 304 R-89, "Guide for Measuring, Mixing, Transporting and Placing Concrete"
ACI 305, "Hot Weather Concreting"
ACI 306, "Cold Weather Concreting"
ACI 318-89, Section 12, "Development and Splices of Reinforcement"
ACI 362 R-85, "State-of-the-Art Report on Parking Structures"
ACI 503.4 "Standard Specification for Repairing Concrete with Epoxy Mortars"
ACI 504 R-90 "Guide to Sealing Joints in Concrete Structures"
ACI 506R-85, "Guide to Shotcrete"
ACI 546.1R-80, "Guide for Repair of Concrete Bridge Superstructures"

3.2 Pre-Job Conference

At least 7 days prior to the start of concrete repairs, the contractor shall conduct a meeting to review the detailed requirements for rehabilitation work. Surface preparation, proposed equipment, procedures, material mixing, placing and finishing procedures, and site conditions shall be discussed with the engineer prior to the beginning of the work.

The contractor shall require the attendance of all involved parties including but not limited to the contractor's superintendent, repair contractor, material supplier representative, and proposed equipment supplier representative. Minutes of the meeting shall be recorded, typed and printed by the contractor and distributed to all parties concerned within 5 days of the meeting.

3.3 General Interior and Exterior Concrete Repairs

A. Surface Preparation

Concrete surfaces must be clean and rough. All oil, dirt, debris, paint, and unsound concrete must be removed. The surface must be prepared mechanically using a scabblor, bushhammer, chipping hammer, sand blast, shot blast, or scarifier which will give a surface profile of a minimum 1/8" and expose the coarse aggregate of the concrete. The final step in cleaning shall be the complete removal of all dust, dirt, and residue by pressure washing and/or vacuum. The contractor shall follow all surface preparation requirements set forth in the manufacturer's written documentation.

B. Post-tensioned Concrete Structures

Concrete demolition, excavation, surface preparation, restoration, etc. shall not be performed in post-tensioned concrete structures without consideration of the short and long-term effects of the reinforcement. Post-tensioned steel tendons shall be properly locked/secured prior to performing work that may adversely affect the structure. The post-tensioning forces must be temporarily relocated from the existing anchors at the slab edge to an anchor installed elsewhere along the affected tendon. After performing the proper repairs and allowing adequate curing time, the post-tensioning forces can be restored to their original configuration.

C. Joints

Existing joints shall be maintained by forming at joint locations or sawcutting over joint locations.

D. Inspection and Treatment of Reinforcing Steel

All reinforcement which is loose shall be secured in its proper position by tying to other secured bars.

When any reinforcing steel is corroded to the extent that the cross sectional area at any point of a bar has been reduced by more than 20% from the original cross section, the Engineer shall be notified. Place new reinforcing steel, if any, into repair cavity making sure to lap, splice, and embed as per requirements set forth by the Engineer.

Exposed reinforcing steel shall be treated with two coats of epoxy/cement protective coating for reinforcing steel. Remove all loose rust and scaling by sandblasting or wire wheel prior to coating the rebar.

E. Bonding

After the concrete surface has been prepared and cleaned, apply epoxy/cement bonding agent or a brush coat of the repair mortar. The contractor shall follow all surface preparation requirements set forth in the manufacturer's written documentation.

F. Forming and Reinforcing Placement

Where forms are required, construct watertight forms with sufficient rigidity and strength to withstand head pressure and prevent deflection of forms during material placement. Forms shall be put in place after the anti-corrosion application to reinforcing steel and bonding agent

Scope of Work

application to repair surface. Provide adequate clearance to place material. On pumped applications without open top forms, provide a port connection of sufficient diameter to allow pumping into form.

G. Mixing of Repair Materials

Small quantities may be mixed with a drill and “jiffy” mixer. Use a paddle type mortar mixer for typical jobs. For large or pumped jobs, bulk bagged material mixed in a ready mix truck or a mixer/pump combination may be used where material workability permits. All materials should be in the proper temperature range of 60°F (15°C) to 90°F (32°C). Add the appropriate amount of water for the batch size and then add the dry product. Mix for 3 to 5 minutes. If pea gravel is added, mix an additional 2-3 minutes after its addition. The mixed product should be transported by buggy or pumped to the repair area and placed immediately. Refer to the manufacturer's technical data sheet for specific mixing requirements.

H. Placing of Repair Materials

1. Horizontal

Discharge material from mixer into wheelbarrow or buggy and transport to placement area. Discharge into repair area and spread with a trowel, come-a-long, or square tipped shovel to a thickness that meets the surrounding concrete or matches pre-set elevation points. On large areas, use screed strips or forms and screed to level with hand held straightedge. Bull float surface after placement.

2. Formed/Pumped

Place material into the form. For open top form configurations, consolidate material by rodding or light vibration. On closed forms and pumped applications, tap the outside of the form with a rubber mallet for consolidation.

3. Vertical/Overhead Trowel Applied

Product should be placed in lifts as required by the product manufacturer. Trowel into place and allow to stiffen before the next lift. Multiple lifts may be placed as long as the previous lift is well textured. If additional lifts will be placed after the product has hardened, crosshatch the surface of the previous lift to provide for a secure bond for the next lift.

4. Shotcrete Repairs

In general, cementitious repair mortar should be applied in accordance with the recommendations of ACI 506R-90, "Guide to Shotcrete". Pay special attention to the angle of the application (i.e. 90°) and distance from the site of repair, normally 2 ft. to 6 ft. Typical application depths range from 1/2" to 6". Refer to the repair mortar manufacturer's technical data. If placement at a depth greater than 6" is required, cross hatch the surface of the initial layer. After the surface has sufficiently hardened, additional layers may be shot.

I. Finishing

Finish the repair area to the specified texture. Do not add additional water to the surface during the finishing operation. If additional liquid is required, use a finishing aid/evaporation retardant (submit product technical data for engineer review prior to use). Unless otherwise specified, repair surfaces shall receive a broomed finish. Formed surfaces may be stripped after 24 hours at normal curing temperatures.

J. Curing

Proper curing procedures are required to ensure the durability and quality of the repair. If a curing compound is to be used, submit product technical data for engineer review prior to use. In lieu of a curing compound, the repair may be covered with polyethylene for a minimum of three (3) days. Follow all of the manufacturer's curing requirements as per the product's written technical data.

K. Clean-up

Clean tools and equipment with brush and water before the material hardens.

END OF SECTION 03 72 0

Scope of Work

SECTION 00 24 13

PEDESTRIAN TRAFFIC BEARING MEMBRANE

PART 1: GENERAL

1.01 RELATED REQUIREMENTS

- A. Requirements of the Construction Documents, General Conditions, Project Manual and modifications by Addenda or Change Order, apply to Work under this Section.

1.02 SUMMARY OF WORK

- A. All materials, labor, equipment and tools necessary to prepare the surfaces, including cracks, joints, flashings and cove bases. Install the coatings and sealant as specified herein, including but not limited to:
 - 1. Surface preparation
 - 2. Installation of a synthetic fluid applied deck coating incorporating selected aggregate to provide a waterproof membrane and a chemical and abrasion resistant non-skid traffic topping.
- B. Examination of existing surfaces and verifying existing conditions.
- C. Final surface preparation.
- D. Provide and maintain barricades and/or traffic control at coating areas during installation and curing.

1.03 REFERENCES

- A. ASTM:
 - 1. C95 - Coatings
 - 2. C920 - Sealants
 - 3. E96 - Water Vapor Transmission of Materials

1.04 QUALITY ASSURANCE

- A. Manufacturer approved applicator with minimum five years experience in waterproofing, installing sealant and fluid applied deck coatings; and successfully completed three projects of similar magnitude and complexity.
- B. Provide manufacturer's joint deck coating warranty in accordance with Section 00800-General Conditions.

1.05 SUBMITTALS

- A. Submit the following for review prior to start of work: Manufacturer's current specification data sheets for all products proposed for use in installation, substrate

Scope of Work

preparation requirements, requirements of adjacent or affected materials and manufacturer's standard color charts for specified system.

1.06 PREINSTALLATION CONFERENCE

- A. Convene a pre-installation conference one week prior to commencing Work of this Section.
- B. Notify and require attendance of parties directly affected by Work of this Section.
- C. Review conditions of installation, installation procedures, and coordination required with related work.
- D. Proceed with work only after substrate reconstruction and preparation work has been completed.
- E. Provide a sample installation of the complete system. Approved sample installation shall serve as standard for remainder of installation.

1.07 DELIVERY AND STORAGE

- A. Deliver material to project in sealed, original packages or containers bearing name and brand of manufacturer. Each container shall have manufacturer's printed label. Non-labeled or sealed containers will not be accepted.
- B. Store materials in single place designated by the OWNER. Keep storage area neat and clean and make good damage thereto or to its surroundings. Cleaning rags and waste material shall be deposited in metal containers having tight covers or removed from the building each night. Every precaution shall be taken to avoid danger from fire. Provide dry chemical or carbon dioxide fire extinguisher in storage area. Allow no smoking or open containers of solvents. Store solvents in safety cans. Do not use Association's extinguishers.

1.08 ENVIRONMENTAL CONDITIONS

- A. Install deck coating materials in strict accordance with all safety and weather conditions required by manufacturer's product literature or as modified by applicable rules and regulations of local, state and federal authorities having jurisdiction.
- B. Provide adequate ventilation for application and curing.
- C. Protect adjacent surfaces and materials with covering, masking, drop cloths as required to keep adjacent surfaces free of coating. Upon completion, remove protection materials and clean. Surfaces soiled or damaged by special coating shall be cleaned or replaced at no cost to the OWNER.

PART 2: PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. **Tremco**, Incorporated **Vulkem 350 / 351** waterproofing system with silica sand aggregate.
- B. Substitutions: MASTERSEAL 1500, or approved equal

2.02 MATERIALS

- A. Primers: **Vulkem No. 171** for porous concrete surfaces.
- B. Sealant Cant: **Dymeric 240FC**.
- C. Membrane Base Coat: **Vulkem 350SL** for level horizontal surfaces.
- D. Membrane Detail Coat: **Vulkem 350R** for sloped and vertical surface work including liquid applied vertical flashing and detail coats.
- E. Membrane Top Coat: **Vulkem 351**.
- F. Aggregate: **40-50 Mesh** Silica Sand as manufactured by *Feldspar Corp.*
- G. Colors: Shall be selected by OWNER for topcoat.

PART 3: EXECUTION

3.01 CONDITION OF SURFACES

- A. Before coating work is commenced, surface will be inspected and treated as necessary to remove carpet glue, laitance, loose material on deck surface, grease, oil and other contaminants which will affect bond of the membrane. Surfaces shall be left broom or vacuum clean.
- B. Repair materials must have a 7-day cure before membrane coating. Verify that curing methods used for concrete are compatible with coating system.
- C. Visibly dry concrete surfaces shall pass a 2 hour rubber mat test (no condensation) prior to application of primer. Tape mat to deck on all edges.
- D. Surfaces other than structural concrete shall be prepared in accordance with the manufacturer's recommendations.
- E. Commencement of coating installation implies acceptance of substrate areas, as suitable to accept pedestrian traffic membrane system.

Scope of Work

3.02 PREPARATION

- A. Thoroughly clean all surfaces to receive coating materials in strict accordance with manufacturer's instructions and recommendations. This shall include removing existing paint from masonry slab edges and wall bases to be detail coated.
- B. Lightly grind concrete deck surfaces to remove weak surface areas resulting from improper finishing or curing of concrete. Leave surface clean with a smooth uniform profile. Remove splatters and grind off high spots. Remove or repair defects, which may telegraph and show through the finish coating. Sandblasting or chemical abrasion will not be allowed.
- C. Protect adjacent surfaces with drop cloths or masking as required.

3.03 INSTALLATION

- A. Apply materials above 40°F.
- B. Materials should be installed in strict accordance with this specification and all procedures for installation will comply with recommendations of manufacturer of products being used.

3.04 FLASHINGS

- A. Provide gun grade integral sealant at all locations where a horizontal surface abuts a vertical surface and at all deck penetrations. Face width of tooled sealant cant to be 1-inch across diagonal face.
- B. At all projections through deck coatings such as posts, vents, pipes, stanchions, railings, rigidly connected wall / slab intersections and similar locations of potential slight movement, provide a $\frac{3}{4}$ " x $\frac{3}{4}$ " bead of sealant. Tool sealant to form a cove and allow to cure before over coating.

3.05 PRIMER AND DETAIL WORK

- A. Prime all concrete, concrete repairs, masonry and metal surfaces with appropriate primer as directed by the manufacturer.
- B. Apply the recommended dry film thickness of non-flowing type coating over all flashing as noted by the Drawings. Extend coating 3" beyond flashing out onto adjacent deck surface.
- C. Unless otherwise indicted where limited by height of base, extend coating a minimum of 3" above the top of the flashing and terminate in a straight line. Use masking tape for such purposes.
- D. Rout out all cracks greater than 1/16" in width and moving cracks less than 1/16" in width to 1/2" wide by 1/4" deep. Clean out and install joint sealant as

Scope of Work

recommended by the manufacturer. Finish sealant flush with surface.

- E. Apply 30 wet mils of detail coat for a distance of 3" on each side of all cracks, grooves and joints to cover installed sealant. Feather out the terminating edges of detail coats to prevent showing through after over coating with completed system.
- F. Apply detail coat of 30 mils wet film thickness to entire top 3" along front face of balcony edges.

3.06 APPLICATION OF DECK COATING SYSTEM

- A. Apply base coat at a rate to achieve a uniform wet film thickness of 40 mils, according to the manufacturer's recommendations. Allow to cure for 24 hours.
- B. Apply first colored topcoat to achieve 10 mils wet film thickness. While coating is still fluid, broadcast a full and complete seeding of aggregate over the entire surface.
- C. Allow to cure for 24 hours. Sweep up and / or vacuum excess aggregate and apply second colored topcoat to achieve 8 mils wet film thickness over entire surface and encapsulate the aggregate.
- D. Allow completed system to cure 48 hours before subjecting to traffic.
- E. Should weather or events interrupt the normal installation sequence and scheduling, follow the manufacturer's recommendations related to using primers and solvents to insure proper bonding between materials.
- F. Paint vertical faces of slab edges and cut in along wall bases to cover fluid applied membrane flashing/detail coats to match and blend with adjacent surfaces.

END OF SECTION

Scope of Work

SECTION 00 24 13

EXPANSION JOINT REPLACEMENT

1.0 GENERAL

1.1 Scope

This specification covers the furnishing of all labor, equipment, and materials required to install expansion joint systems, where indicated on the contract documents, as required to ensure a complete waterproof and weathertight system for those locations indicated. The joints are proprietary designs utilizing extruded elastomeric seals, elastomeric concrete headers, and mounting plates.

1.2 Related Sections

07920 Joint Sealant/Joint Fillers

1.3 Submittals

- A. The Contractor shall submit manufacturer's product technical data, specifications, application instructions, sample warranty, and laboratory test results that validate product compliance with the requirements for the project.
- B. The Contractor shall issue Certificates of Warranty stating that all materials have been applied in accordance with the manufacturer's published instructions. Provide a 5 year warranty against workmanship (contractor) and material failure (manufacturer). The warranty shall be a joint and several performance warranty, intending that each party, Approved Installer and Manufacturer, will jointly warrant and provide at no charge, all materials and labor needed to properly repair or replace defective or damaged product within the term of the provided warranty. In the event of either party's non-performance, the full burden and responsibility for any warranty repair shall fall upon the remaining party.
- C. The Contractor shall submit written documentation of the applicator's qualifications, including reference projects of similar scope and complexity, with current phone contacts of architects/engineers and owners for verification. The applicator shall be an approved installer as certified by the product manufacturer.
- D. The Contractor shall submit typical expansion joint cross-section(s) indicating pertinent dimensioning, general construction, and blockout dimensions. Approved Installers shall prepare and submit details of all special conditions to the manufacturer for review and approval prior to installation.

Scope of Work

1.4 Submittals for Substitution of Materials

All submittals for substitutions must be made in writing to the engineer with supporting technical data sheets and test data showing complete equivalent performance.

1.5 Pre-Bid Inspection

The contractor shall visit the site prior to bid submittal to determine the extent of the required work. Final bid shall include total quantities of each repair type along with unit prices for quantities over or below the engineering estimate.

1.6 Site Conditions

- A. Job conditions shall be maintained at standards that allow material placement within temperature and cleanliness requirements. Unusual conditions as uncovered during the course of work shall be brought to the engineer's attention for analysis and disposition. These conditions include but are not limited to poor quality base concrete, severely corroded reinforcing steel, random cracks, and deep oil penetration.
- B. The contractor shall provide the applicator with surfaces that are broom clean, dry, sound and free of voids, protrusions, excessive roughness, foreign matter, frost, ice, and other contaminants which may inhibit application or performance of the expansion joint system.

1.7 Material Delivery, Storage, and Handling

- A. Deliver products in original factory packaging bearing identification of product, manufacturer, batch number, and expiration date as applicable. Provide Material Safety Data Sheets for each product.
- B. Store products in a location protected from freezing, damage, construction activity, precipitation and direct sunlight in strict accordance with the manufacturer's recommendations. Products shall be maintained as per the manufacturer's written instructions.
- C. Handle all products with appropriate precautions and care as stated on the Material Safety Data Sheet.

1.8 Quality Assurance

- A. Contractor

The contractor shall have experience, training, and proficiency specific to all work within this project.

B. Manufacturer Representative

The manufacturer shall be a company regularly engaged in the manufacturing and marketing of the products specified in this section. The manufacturer shall provide job service as required to assure proper handling and installation of materials. The field representative shall instruct as needed to assure that handling, mixing, placing, and finishing of materials are in accordance with specifications.

C. Engineer

All work and materials are subject to observation by the Engineer and/or owner's representative. All work is subject to testing as deemed necessary by the Engineer. The expense of removing and replacing any materials for observation or testing shall be borne by the Contractor if deemed necessary by the Engineer or Owner.

2.0 PRODUCTS

Any material substitutions must be approved by the engineer in accordance with Section 1.4.

2.1 General

- A. Provide a watertight expansion joint system that is capable of accommodating multi-directional movement. System shall consist of preformed thermoplastic rubber profiles with integral side flanges typically cast into a preformed blockout by means of utilizing manufacturer's ambient cure elastomeric concrete header.
- B. The thermoplastic rubber seal element shall be sized to accommodate the total range of movement as dictated by the engineer at each joint location. Sizing shall be made in such a way as to ensure that the elastomeric membrane seal will remain under a degree of compression throughout the full movement cycle. Where required, provide a seal that accepts pedestrian traffic. The contractor shall provide evidence utilizing manufacturer's product data that the membrane seal will comply with this requirement.
- C. The seal profile design shall incorporate integral side flanges exhibiting a pronounced serrated profile and factory punched holes that interlock the profile into the elastomeric header material.

- D. Provide manufacturer's 100 percent solids ambient cure elastomeric concrete header material and pregraded aggregate.
- E. Provide the bonding agent and apply to the sides and base of the preformed concrete blockouts prior to the placement of the elastomeric concrete header material. Store, mix, and apply in accordance with manufacture's system data sheet.
- F. Accessories: Provide necessary and related parts including preformed or fabricated wall mount plates with appropriate anchors and sealants where required for a complete installation.

2.2 Fabrication

- A. Thermoplastic Rubber Membrane Seal: Ship in the longest practical continuous length in the manufacturer's standard shipping carton or on wooden pallets, shrink wrapped.
- B. Joint Seal Directional Changes: At all horizontal changes in direction provide seals with factory heat welded splices such as 90° corners, tees, and crosses. The seal shall extend a minimum of 3'-0" in each direction from the factory splice. Only straight, butt splice connections shall be allowed on the jobsite following the manufacturers written instructions utilizing specialty heat fusing equipment or the manufacturer specialty-splicing adhesive. All factory and field fused connections shall incorporate bonding of the complete seal profile. This includes fusing of all internal and external web configurations.
- C. Elastomeric Concrete Header: Resin shipped in gallon containers with half gallon activator and 60 pound containers of aggregate on wooden pallets, shrink wrapped.
- D. Wall Mount Plate (corner condition): Fabricated or preformed metal profiles shall be shipped in standard 10 ft. lengths and shall be cut to length on the jobsite where required. Plates shall be miter cut in the field to conform to directional changes unless otherwise contracted with expansion joint manufacturer.

2.3 Finishes

- A. Thermoplastic Rubber Membrane Seal shall be supplied in standard color: Black.
- B. Elastomeric Concrete Header material shall be supplied in standard color: Black. Contact the manufacturer for custom colors.

2.4 Acceptable Products

Scope of Work

SECTION 00 24 13

A. Horizontal Application

- Wabocrete II Membrane 201 Expansion Joint System by Watson Bowman Acme.
- Wabocrete FMV Membrane 201 Expansion Joint System by Watson Bowman Acme.
- Delcrete/WAF-300 System by The D.S. Brown Company
- DSM System by EMSEAL

B. Vertical Application

- Wabo Inverseal Horizontal and Vertical Expansion Control Systems by Watson Bowman Acme.
- WAF-300 System (compression seal only) by The D.S. Brown Company.
- ColorSeal system by EMSEAL

3.0 EXECUTION

3.1 Pre-Job Conference

At least 7 days prior to the start of the expansion joint work, the contractor shall conduct a meeting to review the detailed requirements for rehabilitation work. Surface preparation, product placement, and site conditions shall be discussed with the engineer prior to the beginning of the work.

The contractor shall require the attendance of all involved parties including but not limited to the contractor's superintendent, repair contractor, material supplier representative, and proposed equipment supplier representative. Minutes of the meeting shall be recorded, typed and printed by the contractor and distributed to all parties concerned within 5 days of the meeting.

3.2 Surface Preparation

- A. Coordinate as required with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this Section.
- B. Prior to application of the expansion joint system, concrete surfaces shall be dry and cleaned of all dust, dirt, debris, grease, oil, grout, mortar, and other foreign matter. All existing surfaces shall be prepared as recommended by the expansion joint system manufacturer.

Scope of Work

- C. The contractor shall remove the existing expansion joint system, if applicable, carefully to provide a clean, sound surface for installation of the new expansion joint system.
- D. Clean all surfaces to receive the expansion joint system in accordance with the manufacturer's written instructions.
- E. The contractor shall provide a properly formed, solid concrete blackout per the manufacturer and project requirements. Any edge or area in need of repair shall be repaired as per these specifications.
- F. The contractor shall clean the concrete blackout of all contaminants and impurities by sandblasting immediately prior to the expansion joint system application. Concrete form release agents, water repellents, laitance, surface dirt and rust, all old sealants, and other surface treatments and protective coatings shall be removed from the blackout substrate surface prior to the expansion joint system application.
- G. Areas adjacent to the joint must be masked with tape to assure neat, clean joint lines.
- H. The blackout area shall be completely dry for the application of the expansion joint system.
- I. Concrete shall be fully cured (28 days) prior to placement of the expansion joint system.
- J. Blockouts requiring the use of concrete repair mortars shall be cured for 72 hours (minimum) prior to the placement of the expansion joint system.
- K. The blockouts must be made to the dimensions and elevations shown in the manufacturer's published data. Deviations from these dimensions will not be allowed without the written consent of the manufacturer.

3.4 Application

- A. Install the expansion joint system in accordance with the manufacturer's recommendations and instructions as applicable to the work except where more stringent requirements are indicated.
- B. The membrane seal element shall be unpacked and laid in a relaxed position to relieve any temporary coiling from shipment packaging prior to placement.

Scope of Work

- C. The winged flaps of the gland element shall be wiped with an acceptable non-petroleum solvent cleaner (refer to the manufacturer's cleaning recommendations).
- D. Mix all expansion joint system components and install the membrane system in strict accordance with the current manufacturer's installation instructions. The installing contractor shall confirm that they are in possession of the latest instructions prior to beginning work.

3.5 Protection

- A. Allow completed work to cure before opening to pedestrian and/or vehicular traffic.
- B. Protect the expansion joint system during construction. Heavy construction vehicles will not be permitted to cross the joint without specific and written permission by the Engineer. Subsequential damage to the membrane system shall be repaired at the contractor's expense.

END OF SECTION

JOINT SEALANT/JOINT FILLERS

1.0 GENERAL

1.1 Scope

This specification covers the furnishing of all labor, equipment, and materials required for the following:

- A Seal or reseal joints. Provide elastomeric joint sealants, joint backer materials and accessories needed to ensure a complete and durable weather tight seal at all locations indicated.

Structural cracks in concrete members shall be repaired as per Specifications 03 72 00. The contractor shall repair all non-structural concrete cracks and seal/reseal joints as shown on contract drawings or as specified herein.

1.2 Related Sections

03720 Concrete Repair: Horizontal, Vertical, and Overhead Surfaces

1.3 References

Latest editions of the following standards:

ASTM C 920 - Standard Specification for Elastomeric Joint Sealants.

ASTM C 1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid Applied Sealants.

FS (Federal Specification) TT-S-00227E (COM-NBS) - Interim Federal Specification for Sealing Compound: Elastomeric Type, Multi-Component (for Caulking, Sealing, and Glazing in Buildings and Other Structures.

FS (Federal Specification) TT-S-00230C - Interim Federal Specification for Sealing Compound: Elastomeric Type, Single Component (for Caulking, Sealing, and Glazing in Buildings and Other Structures.

FS (Federal Specification) TT-S-001543 (COM-NBS) - Interim Federal Specification for Sealing Compound: Silicone Rubber Base (for Caulking, Sealing, and Glazing in Buildings and Other Structures.

1.4 Submittals

- A The Contractor shall submit manufacturer's product technical data, specifications, and laboratory test results that validate product compliance with the requirements for the project.

Scope of Work

SECTION 00 24 13

- B. The Contractor shall submit warranty information confirming that the materials used will work as a compatible, warranted system.
- C. The Contractor shall issue Certificates of Warranty stating that all materials have been applied in accordance with the manufacturer's published instructions. Provide a 5-year warranty against workmanship (contractor) and material failure (manufacturer).

1.5 Submittals for Substitution of Materials

All submittals for substitutions must be made in writing to the engineer with supporting technical data sheets and test data showing complete equivalent performance.

1.6 Pre-Bid Inspection

The repair areas shown on the drawings or specified for repair are based on a general survey. The contractor shall visit the site prior to bid submittal to determine the extent of the required repairs. Final bid shall include total quantities of each repair type along with unit prices for quantities over or below the engineering estimate.

1.7 Project Conditions

- A. Do not use products under conditions of precipitation or freezing weather. Use appropriate measures for protection and supplementary heating to ensure proper curing conditions in accordance with manufacturer's recommendations if application during inclement weather occurs.
- B. Protect adjacent work from contamination due to mixing, handling, and application of sealant.
- C. Ensure substrate is dry.

1.8 Site Conditions

Job conditions shall be maintained at standards that allow material placement within temperature and cleanliness requirements. Unusual conditions as uncovered during the course of work shall be brought to the engineer's attention for analysis and disposition. These conditions include but are not limited to poor quality base concrete, severely corroded reinforcing steel, random cracks and deep oil penetration.

1.9 Material Delivery, Storage, and Handling

- A. Deliver products in original factory packaging bearing identification of product, manufacturer, batch number, and expiration date as applicable. Provide Material Safety Data Sheets for each product.
- B. Store products in a location protected from freezing, damage, construction activity, precipitation and direct sunlight in strict accordance with the manufacturer's recommendations.
- C. Condition products to approximately 60 to 70 degrees F (16 to 21 degrees C) for use in accordance with the manufacturer's recommendations.
- D. Handle all products with appropriate precautions and care as stated on the Material Safety Data Sheet.

1.10 Quality Assurance

A Contractor

The repair contractor shall have experience, training, and proficiency specific to all work within this project.

B Manufacturer Representative

The manufacturer shall be a company regularly engaged in the manufacturing and marketing of the products specified in this section. The manufacturer shall provide job service as required to assure proper handling and installation of materials. The field representative shall instruct as needed to assure that handling, mixing, placing and finishing of materials are in accordance with specifications.

C Engineer

All work and materials are subject to observation by the Engineer and/or owner's representative. All work is subject to testing as deemed necessary by the Engineer. The expense of removing and replacing any concrete repair materials for observation or testing shall be borne by the Contractor if deemed necessary by the Engineer or Owner.

2.0 PRODUCTS

Any material substitutions must be approved by the engineer in accordance with Section 1.5.

2.1 Sealants

Scope of Work

A. Horizontal/Vertical Concrete Surface Interface, Post Bases, (Vertical Surfaces)

MasterSeal NP 1, NP 2, NP 150, NP 100, or CR 105 by Master Builders Solutions

B. Fastener Sealing

Sikaflex-1a or 2c NS by Sika
MasterSeal NP 1, NP 2, or CR 105 by Master Builders Solutions
Dow Corning 795 Silicone Building Sealant (black) by Dow Corning

C. Expansion Joints

1. Polyurethanes

a. Vertical

Sikaflex-2c NS or -15 LM by Sika
MasterSeal NP 150 or NP 100 by Master Builders Solutions

b. Horizontal

Sikaflex-2c SL, -15LM SL by Sika
MasterSeal NP 150 or NP 100 by Master Builders Solutions

2.2 Accessories

A. Joint Cleaner: Cleaner as recommended by sealant manufacturer for substrates indicated.

B. Primer: As recommended by sealant manufacturer for substrates, conditions, and exposures indicated.

C. Soft Backer Rod: Non-gassing, reticulated closed-cell polyethylene foam rod or other compatible non-waxing, non-extruding, non-staining resilient material in dimension 25 percent to 50 percent wider than the joint width as recommended by the sealant manufacturer for conditions and exposures indicated.

D. Closed-Cell Backer Rod: Closed-cell polyethylene rod designed for on-grade and/or below-grade applications.

Scope of Work

SECTION 00 24 13

- E. Bond Breaker: Polyethylene tape or other adhesive faced tape as recommended by sealant manufacturer to prevent sealant contact where it would be detrimental to sealant performance.

3.0 EXECUTION

3.1 Pre-Job Conference

At least 7 days prior to the start of the work, the contractor shall conduct a meeting to review the detailed requirements for rehabilitation work. Surface preparation, proposed equipment, procedures, material mixing, placing and finishing procedures, and site conditions shall be discussed with the engineer prior to the beginning of the work.

The contractor shall require the attendance of all involved parties including but not limited to the contractor's superintendent, repair contractor, material supplier representative, and proposed equipment supplier representative. Minutes of the meeting shall be recorded, typed and printed by the contractor and distributed to all parties concerned within 5 days of the meeting.

3.2 Examination

The contractor shall examine the areas and conditions under which work of this section will be performed. The contractor shall verify conformance with the manufacturer's requirements and report any unsatisfactory conditions in writing to the engineer. The contractor shall not proceed until unsatisfactory conditions are corrected.

3.3 Testing

Prior to sealant application, a test area shall be used to verify (adhesion testing) product performance requirements as listed above and as documented in the manufacturer's technical information. The contractor shall arrange to have the product manufacturer's representative visit the project site to verify product suitability and performance for the various substrates indicated.

3.4 Preparation

- A. Prepare surfaces to receive sealants in accordance with the sealant manufacturer's written instructions and recommendations except where more stringent requirements are indicated.
- B. Thoroughly clean joint surfaces as required using cleaners approved by the sealant manufacturer whether primers are required or not.

- C. Remove all traces of previous sealant and joint backer by mechanical methods, such as by cutting, grinding, and wire brushing, in manner not damaging to surrounding surfaces. Remove paints from joint surfaces except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer.
- D. Remove loose debris, dust, dirt, algae, laitance, and/or any other materials that will prohibit adequate sealant adhesion from the areas to be repaired by vacuum, oil-free compressed air, or other appropriate means.
- E. Provide joint backer material uniformly to depth required by sealant manufacturer for proper joint design using a blunt instrument. Fit securely by compressing backer material 25 percent to 50 percent so no displacement occurs during tooling. Avoid stretching or twisting joint backer.
- F. Provide bond-breaker where indicated or recommended by sealant manufacturer, adhering strictly to the manufacturers installation requirements.
- G. Prime joint substrates where required. Use and apply primer according to sealant manufacturers recommendations. Confine primers to sealant bond surfaces. Do not allow spillage or migration onto adjoining surfaces.
- H. Taping: Use masking tape where required to prevent sealant or primer contact with adjoining surfaces that would be permanently stained or otherwise damaged by such contact or the cleaning methods required for removal. Apply tape so as not to shift readily and remove tape immediately after tooling without disturbing joint seal.

3.5 Application

- A. Mixing: Follow the manufacturer's recommended procedures for mixing (if applicable).
- B. Apply materials immediately after joint preparation as per the manufacturer's written instructions.
- C. Install sealants to uniform cross-sectional shapes with depths relative to joint widths that allow optimum sealant movement capability as recommended by sealant manufacturer.

- D. Tool sealants in a manner that forces sealant against the back of the joint, ensures firm, full contact at joint interfaces, and leaves a finish that is smooth, uniform and free of ridges, wrinkles, sags, air pockets, and embedded impurities.
- E. Gravity Feed Crack Repair: Surface seal the bottom side of the structure with a non-sag sealant. Route a square-cut and prepare the crack as per Section 3.3 above. Crack surfaces shall be dry. Apply bond breaker tape or backer rod in the crack. Pour polyurethane sealant into the square-cut notch until the crack is completely full. Polyurethane sealant installation shall follow the manufacturer's written instructions.

3.6 Cleaning

- A. Remove sealant from adjacent surfaces in accordance with the sealant and substrate manufacturer's recommendations as work progresses.
- B. Protect joint sealants from contact with contaminating substances and from possible damage. Cut out, remove, and replace contaminated or damaged sealants so that they are without contamination or damage at time of substantial completion.

END OF SECTION

PART 1 GENERAL

1.1 Scope

This specification covers the furnishing of all labor, equipment, and materials as required in the Scope of Work as it relates to stucco painting, and metal painting.

1.2 Related Sections

0792 00 Joint Sealant-Joint Fill

1.3 References

- A. Steel Structures Painting Council (SSPC)
 - 1. SSPC-SP 1- Solvent Cleaning
 - 2. SSPC SSPC-SP 2 - Hand Tool Cleaning
 - 3. SSPC-SP 3 - Power Tool Cleaning.
 - 4. SSPC-SP5/NACE No. 1, White Metal Blast Cleaning.
 - 5. SSPC-SP6/NACE No. 3, Commercial Blast Cleaning.
 - 6. SSPC-SP7/NACE No. 4, Brush-Off Blast Cleaning.
 - 7. SSPC-SP10/NACE No. 2, Near-White Blast Cleaning
 - 8. SSPC-SP11, Power Tool Cleaning to Bare Metal.
 - 9. SSPC-SP12/NACE No. 5, Surface Prep and Cleaning of Metals by Waterjetting Prior to Recoating
 - 10. SSPC-SP 13 / NACE No. 6 Surface Preparation for Concrete.
- B. Material Safety Data Sheets / Environmental Data Sheets: Per manufacturer's MSDS/EDS for specific VOCs (calculated per 40 CFR 59.406). VOCs may vary by base and sheen.
- C. South Coast Air Quality Management District (SCAQMD): Rule 1113 - Architectural Coatings.
- D. Green Seal, Inc.:
 - 1. GS-11 Standard for Paints and Coatings (1st Edition, May 20,1993)
 - 2. GC-03 - Environmental Criteria for Anti-Corrosive Paints.
 - 3. United States Green Building Council (USGBC): LEED-09 NC/CI/CS.

1.4 SUBMITTALS

- A. Product Data: For each paint system indicated, including.
 - 1. Product characteristics.
 - 2. Surface preparation instructions and recommendations.
 - 3. Primer requirements and finish specification.
 - 4. Storage and handling requirements and recommendations.
 - 5. Application methods.

Scope of Work

6. Cautions for storage, handling and installation.

B. Selection Samples

1. Submit a complete set of color chips that represent the full range of manufacturer's products, colors and sheens available.
2. Verification Samples: For each finish product specified, submit samples that represent actual product, color, and sheen.
3. Only submit complying products based on project requirements (i.e. LEED). One must also comply with the regulations regarding VOCs (CARB, OTC, SCAQMD, LADCO). To ensure compliance with district regulations and other rules, businesses that perform coating activities should contact the local district in each area where the coating will be used

C. USGBC LEED V4 Submittals:

1. MRc2 Environmental Product Declaration Product Language: Products shall be selected with a preference to products that have product-specific environmental product declaration documentation.
2. EQc2 Low Emitting Materials: The VOC content of all adhesives, sealants, paints and coatings in this Section shall not exceed the VOC limits established in Division 01 Sustainable Design sections

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.
- B. Paint exposed surfaces. If a color of finish, or a surface is not specifically mentioned, Engineer will select from standard products, colors and sheens available.
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels unless indicated.
- D. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
1. Finish surfaces for verification of products, colors and sheens.
 2. Finish area designated by Engineer
 3. Provide samples that designate primer and finish coats.
 4. Do not proceed with remaining work until the Engineer approves the mock-up.
- E. Manufacturer Representative
1. The manufacturer shall be a company regularly engaged in the manufacturing and marketing of the products specified in this section. The manufacturer shall provide job service as required to assure proper handling and installation of materials. The field

Scope of Work

representative shall instruct as needed to assure that handling, mixing, placing and finishing of materials are in accordance with specifications.

F. Engineer

1. All work and materials are subject to observation by the Engineer and/or owner's representative. All work is subject to testing as deemed necessary by the Engineer. The expense of removing and replacing any concrete repair materials for observation or testing shall be borne by the Contractor if deemed necessary by the Engineer or Owner.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver manufacturer's unopened containers to the work site. Packaging shall bear the manufacturer's name, label, and the following list of information.
- B. Product name, and type (description).
- C. Application and use instructions.
- D. Surface preparation.
- E. VOC content.
- F. Environmental handling.
- G. Batch date.
- H. Color number.
- I. Storage: Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.
- J. Store materials in an area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing.
- K. Handling: Maintain a clean, dry storage area, to prevent contamination or damage to the coatings.

1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.8 EXTRA MATERIALS

- A. Furnish extra paint materials from the same production run as the materials applied and in the quantities described below. Package with protective covering for storage and identify with labels describing contents. Deliver extra materials to Owner.
- B. Furnish Owner with an additional one percent of each material and color, but not less than 1 gal (3.8 l) or 1 case, as appropriate.

1.9 MANUFACTURERS

- A. Acceptable Manufacturer: Sherwin-Williams, which is located at: 101 Prospect Ave.; Cleveland, OH 44115; Toll Free Tel: 800-524-5979; Tel: 216-566-2000; Fax: 440-826-1989; Email: request infospecifications@sherwin.com; Web:www.swspecs.com.
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

1.10 APPLICATIONS/SCOPE

- A. Exterior Paints and Coatings
 - 1. Cementitious siding and wood.
 - a. Primer: Loxon Conditioner
 - 2. Living Walls: Loxon XP (10 year wind resistant coating)
 - 3. Other: Superpaint
 - 4. For iron, ferrous metal, iron/steel use: Sherwin Williams
 - a. Primer: Macropoxy Preprine 920
 - b. Coating: Macropoxy 646
 - c. UV resistant topcoat (when exposed to UV): Acrolon 218

1.11 PAINT MATERIALS - GENERAL

- A. Paints and Coatings:
 - 1. Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
 - 2. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color. Or follow manufactures product instructions for optimal color conformance.
 - 3. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
 - 4. Coating Application Accessories: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required, per manufacturer's specifications.
 - 5. Color: By owner

Scope of Work

6. LEED Requirements: Products in compliance with requirements of IEQ Credit 4.2 USGBC LEED-09 NC/CI/CS.

1.12 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared; notify Engineer of unsatisfactory conditions before proceeding. If substrate preparation is the responsibility of another installer, notify Engineer of unsatisfactory preparation before proceeding.
- B. Proceed with work only after conditions have been corrected and approved by all parties, otherwise application of coatings will be considered as an acceptance of surface conditions.
- C. Previously Painted Surfaces: Verify that existing painted surfaces do not contain lead based paints, notify Engineer immediately if lead based paints are encountered.

1.13 SITE CONDITIONS

- A. Job conditions shall be maintained at standards that allow material placement within temperature and cleanliness requirements. Unusual conditions as uncovered during the course of work shall be brought to the engineer's attention for analysis and disposition. These conditions include but are not limited to poor quality base substrate, severely corroded reinforcing steel, random cracks, and deep oil penetration.

1.14 SURFACE PREPARATION

- A. General: Surfaces shall be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
- B. Prior to attempting to remove mildew, it is recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions are advised.
- C. Remove mildew before painting by washing with a solution of 1 part liquid household bleach and 3 parts of warm water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow the surface to dry before painting. Wear protective glasses or goggles, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.
- D. Remove items including but not limited to thermostats, electrical outlets, switch covers and similar items prior to painting. After completing painting

Scope of Work

operations in each space or area, reinstall items removed using workers skilled in the trades involved.

- E. No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50 degrees F (10 degrees C), unless products are designed specifically for these conditions. On large expanses of metal siding, the air, surface and material temperatures must be 50 degrees F (10 degrees F) or higher to use low temperature products.
- F. Aluminum: Remove all oil, grease, dirt, oxide and other foreign material by cleaning per SSPC-SP1, Solvent Cleaning.
- G. Block (Cinder and Concrete): Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement, and hardeners. Concrete and mortar must be cured at least 30 days at 75 degrees F (24 degrees C). The pH of the surface should be between 6 and 9, unless the products are designed to be used in high pH environments. On tilt-up and poured-in-place concrete, commercial detergents and abrasive blasting may be necessary to prepare the surface. Fill bug holes, air pockets, and other voids with a cement patching compound.
- H. Concrete, SSPC-SP13 or NACE 6: This standard gives requirements for surface preparation of concrete by mechanical, chemical, or thermal methods prior to the application of bonded protective coating or lining systems. The requirements of this standard are applicable to all types of cementitious surfaces including cast-in-place concrete floors and walls, precast slabs, masonry walls, and shotcrete surfaces. An acceptable prepared concrete surface should be free of contaminants, laitance, loosely adhering concrete, and dust, and should provide a sound, uniform substrate suitable for the application of protective coating or lining systems.
- I. Plaster: Must be allowed to dry thoroughly for at least 30 days before painting, unless the products are designed to be used in high pH environments. Room must be ventilated while drying; in cold, damp weather, rooms must be heated. Damaged areas must be repaired with an appropriate patching material. Bare plaster must be cured and hard. Textured, soft, porous, or powdery plaster should be treated with a solution of 1 pint household vinegar to 1 gallon of water. Repeat until the surface is hard, rinse with clear water and allow to dry.
- J. Stucco: Must be clean and free of any loose stucco. If recommended procedures for applying stucco are followed, and normal drying conditions prevail, the surface may be painted in 30 days. The pH of the surface should be between 6 and 9, unless the products are designed to be used

Scope of Work

in high pH environments such as Loxon.

1.15 INSTALLATION

- A. Apply all coatings and materials with the manufacturer's specifications in mind. Mix and thin coatings according to manufacturer's recommendations.
- B. Do not apply to wet or damp surfaces. Wait at least 30 days before applying to new concrete or masonry. Or follow manufacturer's procedures to apply appropriate coatings prior to 30 days. Test new concrete for moisture content. Wait until wood is fully dry after rain or morning fog or dew.
- C. Apply coatings using methods recommended by manufacturer.
- D. Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.
- E. Apply coatings at spreading rate required to achieve the manufacturers recommended dry film thickness.
- F. Regardless of number of coats specified, apply as many coats as necessary for complete hide, and uniform appearance.
- G. Inspection: The coated surface must be inspected and approved by the Engineer just prior to the application of each coat.

1.16 PROTECTION

- A. Protect finished coatings from damage until completion of project.
- B. Touch-up damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.

END OF SECTION 09 90 00

STUCCO

PART 1: GENERAL

1.01 SUMMARY

- A. Provide for Portland cement plaster, proprietary stucco or cementitious finishes and exposed aggregate cementitious finishes over metal lath, masonry, concrete, and solid surfaces on exterior walls as outlined in the project manual and includes metal lath and accessories.

1.02 RELATED SECTIONS

- A. 07920 Joint Sealants

1.03 REFERENCE STANDARDS

- A. ASTM C 926, Specification for Portland Cement Plaster
- B. ASTM C 1063, Specification of Installation of Lath and Furring to Received Portland Cement-based Plaster
- C. ASTM C 847, C 933, & C 1032; Standard Specification for Metal Lath
- D. ASTM C 897 - Aggregates for Job Mixed Portland Cement-Based Plaster
- E. Northwest Wall and Ceiling Bureau (NWCB) Portland Cement Plaster Resource Guide
- F. Current Edition of the Florida Building Code

1.04 SUBMITTALS

- A. Manufacturers' specifications, details, installation instructions
- B. Product Data Sheets for all materials used
- C. Warranties as outlined by project requirements and provided by product manufacturers.
- D. Samples for approval by OWNER and ENGINEER

1.05 QUALITY ASSURANCE

- A. Manufacturer:
 - 1. Stucco and finish material manufacturer shall be experienced provider of cementitious and polymer-based materials for use in stucco construction and repair for minimum 20 years.
 - 2. Stucco and finish manufacturer shall have a manufacturing quality control system that is certified to comply with ISO 9001-2008 and an environmental quality management system certified to comply with ISO 14001-2004.
- B. Contractor:
 - 1. Contractor shall be licensed and insured and shall have been engaged in stucco and stucco repair construction for minimum five years.
 - 2. Contractor shall be knowledgeable in the proper handling, use and installation of materials.
 - 3. Contractor shall employ skilled mechanics who are experienced and knowledgeable in the repair procedures and requirements of the specified project.
 - 4. Contractor shall have completed minimum three projects of similar size, scope and complexity to the project being specified.

Scope of Work

5. Contractor shall provide the proper equipment, manpower and supervision on the job site to perform the repair procedures in accordance with manufacturer's published repair specifications, applicable details and the contract documents.
6. Contractor shall provide for the manufacturer to perform inspections and certify compliance with manufacturer documents and warranty requirements.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver all materials in their original sealed containers bearing manufacturer's name and product identification.
- B. Protect all materials from freezing and temperatures greater than 90 degrees F Do not store in direct sunlight, from moisture and humidity.
- C. Store under cover and off of the ground in a dry location.

1.07 PROJECT/SITE CONDITIONS

- A. Apply materials only when surface and ambient temperatures are above 40 degrees F and expected to remain above 40 degrees F for 24 hours after application.
- B. Provide supplementary heat for installation in temperatures less than 40 degrees F.
- C. Provide protection of surrounding areas and adjacent surfaces from spillage, splatter, overspray or other unintended contact with the materials that are being applied.

1.08 COORDINATION AND SCHEDULING

- A. Schedule repairs to permit inspections as directed by ENGINEER and/or Manufacturer's Rep.
- B. Work shall be undertaken in areas that can be properly protected from weather at the end of workday.
- C. Coordinate with all trades involved to schedule work to result in the proper sequencing of work.
- D. Schedule finish and coating application to large areas such that each day's application will end at an accessory or terminating edge. No cold joints in stucco finishes allowed.

1.09 WARRANTY

- A. Provide manufacturer's standard warranty for products used, unless otherwise outlined in elsewhere in the project manual and contract documents.

PART 2: PRODUCTS

2.01 PLASTER MATERIALS

- A. Stucco
 1. As submitted and approved by ENGINEER
 - a. Finish Coat shall match appearance of existing plaster finish and pebbledash stucco.
 - b. Existing finishes less than 7/8" over lath require approved proprietary mix to match existing thickness.
- B. Exposed Aggregate Plaster (Pebble Dash Stucco)

Scope of Work

1. Bedding Coat shall be 1 part Portland cement and one part Type S lime; or one part blended cement and one part Type S lime; or masonry cement; or plastic cement and a maximum of three parts of graded white or natural sand by volume.
 2. A factory-prepared bedding coat is permitted.
 3. The bedding coat for exterior plaster shall have a minimum compressive strength of 1,000 PSI.
- C. Exposed Aggregate (Pebbles):
1. Geologic Composition: Provide Granite pebbles containing Quartz, Potassium Feldspar and Plagioclase Feldspars (albite or labradorite), Micas (biotite) and Hornblend.
 - a. Size and Grading: Sizes of the Exposed Aggregate shall be distributed as follows:
 - i Diameter: 1/8" 1/4" 3/16" 3/8"
 - ii % of Pebbles: 14% of 1/8", 13% of 1/4", 64% of 3/16", and 9% of 3/8"
 - b. Exposed Aggregate Plaster shall be installed per Section 2513 of the 2017 Florida Building Code, Building.
- D. Admixture: All cementitious finishes require use of Thoroseal Acryl 60, mixed per data sheet.
- E. Lath: Provide self-furring, galvanized metal lath over framing and vinyl stucco accessories as approved by submittals and ENGINEER.
- F. Accessories: Provide vinyl accessories as approved by submittal. Correctly sized accessories permitted only.

PART 3: EXECUTION

3.01 CEMENTITIOUS PLASTER FINISHES

- A. Shall be installed per Section 2513 of the 2017 Florida Building Code, Building.
- B. Prepare all substrates according to 2017 Florida Building Code, Building, Section 2513 and ASTM C926, latest edition, project specifications, drawings and manufacturer's instructions.
- C. All lathing shall be installed per ASTM C1063, latest edition.

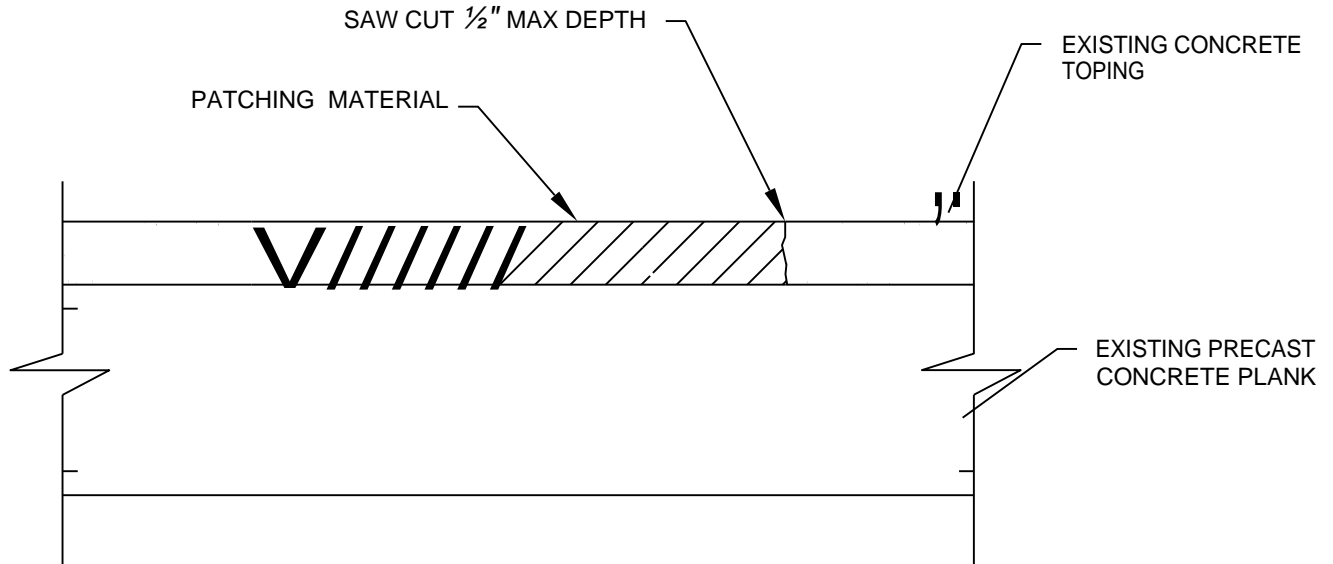
3.02 STUCCO DELAMINATION FROM CONCRETE SUBSTRATES

- A. Define repair area based on sounding and remove stucco to sound substrate, to be verified by ENGINEER.
- B. Ensure existing substrate has sufficient surface for bonding, ICRI surface profile minimum SP-3.
- C. Clean prepared surface to remove all dust, dirt, laitance and oils.
- D. Verify proper surface prep by checking for absorption of water into the concrete. If water does not readily absorb into concrete, notify ENGINEER.
- E. Install finish in accordance with all product instructions, standards, specifications and details outlined in this project manual.
- F. Surface-applied bonding agent may be used only as directed by ENGINEER
- G. Periodic adhesion field testing shall be conducted to verify sufficient adhesion to the substrate.

END OF SECTION

Scope of Work

SECTION 00 24 13

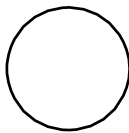


GENERAL PREPARATION

DETERMINE APPROXIMATE EDGE OF HOLLOW SOUNDING CONCRETE BY SOUNDING WITH A HAMMER. SAW CUT EDGE OF AFFECTED AREA USING A STRAIGHT EDGED REGULAR SHAPED PATTERN. CHIP OUT ALL UNSOUND CONCRETE TO SOUND MATERIAL. IF STEEL IS EXPOSED OR IF DECAY EXTENDS MORE THAN 1" INTO PLANK, NOTIFY ENGINEER.

PATCH SPALLED AREA USING MANUFACTURER RECOMMENDED GEL MORTAR FOR HORIZONTAL APPLICATION. CURE PER MANUFACTURERS RECOMMENDATIONS.

NOTE: FOR PATCH AREAS GREATER THAN 10 SF, USE 4000 PSI CONCRETE WITH 6x6-W1.4xW1.4 WELDED WIRE FABRIC AT MID-DEPTH.

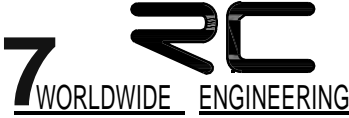


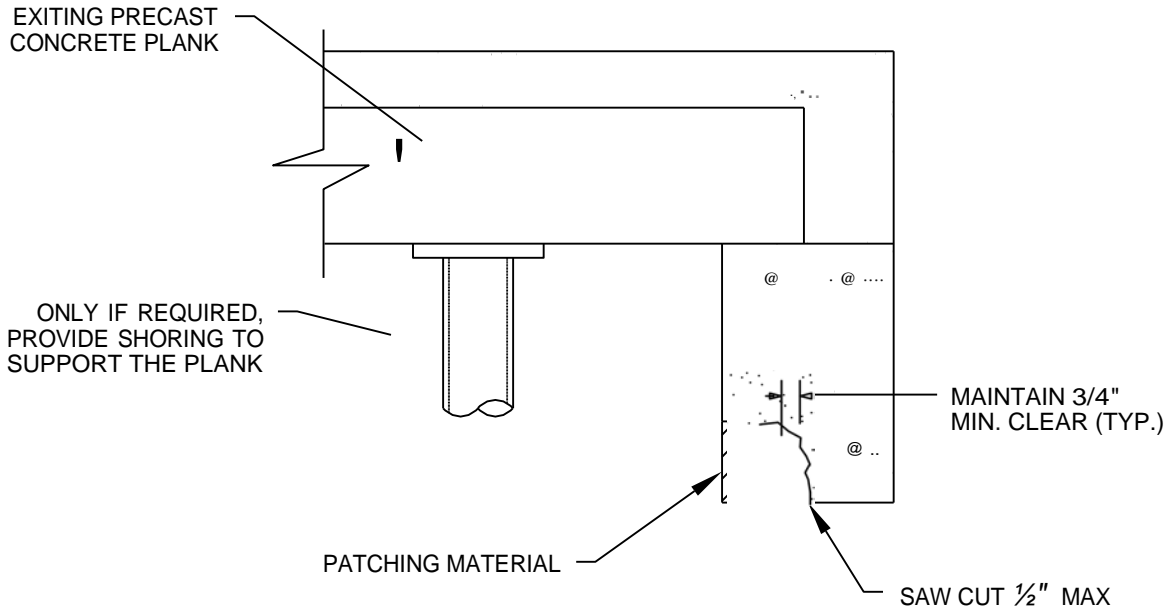
TOPING REPAIR- HOLLOW CORE DECK

SCALE = N.T.S

CHRISTINA GRUBBS, PE
FLORIDA REGISTRATION #68257

TO THE BEST OF MY KNOWLEDGE AND ABILITY, THE COMPLETED STRUCTURE DEPICTED ON THESE PLANS COMPLIES WITH THE APPLICABLE MINIMUM BUILDING CODES

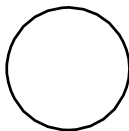
 CERTIFICATE OF AUTHORIZATION No. 30761	8340 Consumer Court SARASOTA, FL 34240 PHONE: (941) 952-1717 C 2020 - IRC Worldwide Scope of Work All rights reserved. www.trcww.com	DESIGN: TRC	DRAWN: ATM
		DATE: 09/14/2020	JOB NUMBER: 18TMP607
SECTION 00 24 13		J.L. YOUNG APARTMENTS TAMPA HOUSING AUTHORITY 5301 W CYPRESS ST. TAMPA, FLORIDA 33607	
		SD-1	



GENERAL PREPARATION

SAWCUT EDGE OF AFFECTED AREA USING A STRAIGHT EDGED REGULAR SHAPED PATTERN. CHIP ALL LOOSE AND DETERIORATED CONCRETE TO SOUND CONCRETE. IF PRESENT, CLEAN ALL EXPOSED STEEL AND REMOVE LOOSE RUST USING HAND TOOLS.

COAT EXPOSED STEEL WITH MANUFACTURER RECOMMENDED EPOXY RESIN/ CEMENTITIOUS BOND COAT. PATCH SPALLED AREA USING TWO-COMPONENT, POLYMER-MODIFIED NON-SAG MORTAR FOR OVERHEAD APPLICATION. CURE PER MANUFACTURERS RECOMMENDATIONS. IF MORE THAN 1/5 (20%) OF REINFORCING BAR HAS BEEN LOST, DUE TO CORROSION, ETC., CONTACT ENGINEER.



BEAM REPAIR- HOLLOW CORE DECK

SCALE = N.T.S

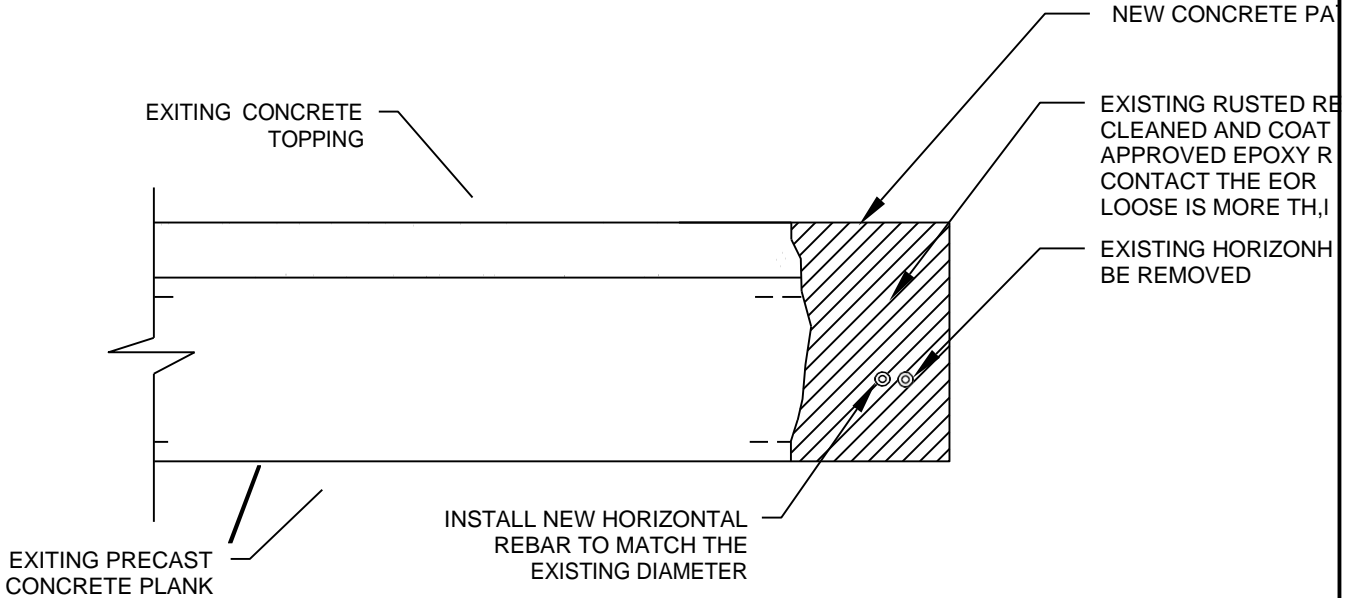
CHRISTINA GRUBBS, PE
FLORIDA REGISTRATION #68257

TO THE BEST OF MY KNOWLEDGE AND ABILITY, THE COMPLETED STRUCTURE DEPICTED ON THESE PLANS COMPLIES WITH THE APPLICABLE MINIMUM BUILDING CODES

7 RC
WORLDWIDE ENGINEERING
CERTIFICATE OF AUTHORIZATION No. 30761

8340 Consumer Court
SARASOTA, FL 34240
PHONE: (941) 952-1717
C 2020 - IRC Worldwide
All rights reserved.
www.trc.com

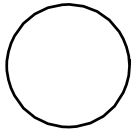
DESIGN: TRC	DRAWN: ATM
DATE: 09/14/2020	JOB NUMBER: 18TMP607
J.L. YOUNG APARTMENTS TAMPA HOUSING AUTHORITY 5301 W CYPRESS ST. TAMPA, FLORIDA 33607	
SD-2	



GENERAL PREPARATION

SAW CUT AT EDGE OF UNSOUND CONCRETE ON SIDE AND BOTTOM OF SLAB. CHIP CONCRETE DOWN TO SOUND BASE MATERIAL. IF CONCRETE ON THE BACKSIDE OF THE REINFORCING STEEL IS BONDED, DO NOT DISTURB. IF THE STEEL IS LOOSE, REMOVE THE CONCRETE FROM BEHIND THE STEEL TO CREATE A 3/4" GAP. CLEAN EXPOSED STEEL AND REMOVE LOOSE RUST USING HAND TOOLS. IF SECTION LOSS EXCEEDS 1/5 ORIGINAL CROSS-SECTIONAL AREA, PROVIDE ONE #6 BAR CONTINUOUS FOR LENGTH OF REPAIR. PROVIDE 16" SPLICE OF #6 BAR WITH TENDON EACH SIDE OF DAMAGE.

COAT EXPOSED STEEL WITH MANUFACTURER RECOMMENDED EPOXY RESIN/ CEMENTITIOUS BOND COAT. FORM AND PATCH SPALLED AREA USING TWO-COMPONENT, POLYMER-MODIFIED GEL MORTAR FOR HORIZONTAL APPLICATION. CURE PER MANUFACTURERS RECOMMENDATIONS. NOTIFY ENGINEER IF MORE THAN ONE STEEL TENDON HAS BEEN EXPOSED.



EDGE REPAIR - HOLLOW CORE DECK #1

SCALE = N.T.S

CHRISTINA GRUBBS, PE
FLORIDA REGISTRATION #68257

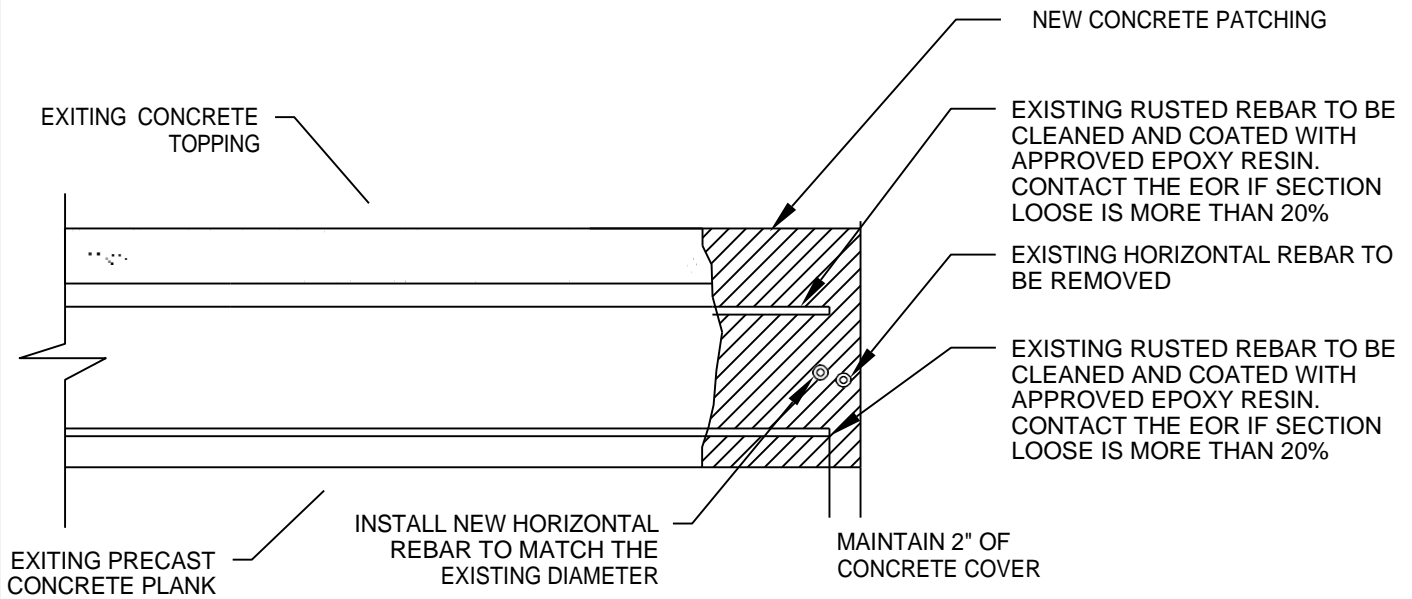
TO THE BEST OF MY KNOWLEDGE AND ABILITY, THE COMPLETED STRUCTURE DEPICTED ON THESE PLANS COMPLIES WITH THE APPLICABLE MINIMUM BUILDING CODES

7 RC
WORLDWIDE ENGINEERING
CERTIFICATE OF AUTHORIZATION No. 30761

8340 Consumer Court
SARASOTA, FL 34240
PHONE: (941) 952-1717
C 2020 - IRC Worldwide
All rights reserved.
www.trcusa.com

DESIGN: TRC	DRAWN: ATM
DATE: 09/14/2020	JOB NUMBER: 18TMP607
J.L. YOUNG APARTMENTS TAMPA HOUSING AUTHORITY 5301 W CYPRESS ST. TAMPA, FLORIDA 33607	

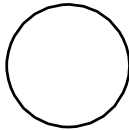
SD-3A



GENERAL PREPARATION

PROVIDE ONE #5 BAR CONTINUOUS FOR LENGTH OF REPAIR
 PROVIDE 8" EMBEDDED #5 BAR AT 12" ON CENTER
 AT CENTER LOCATION OF PANEL

CLEAN & COAT EXPOSED STEEL WITH MANUFACTURER RECOMMENDED EPOXY RESIN
 CEMENTITIOUS BOND COAT. FORM AND PATCH SPALLED AREA USING
 TWO-COMPONENT, POLYMER-MODIFIED GEL MORTAR FOR HORIZONTAL
 APPLICATION. CURE PER MANUFACTURERS RECOMMENDATIONS.



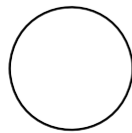
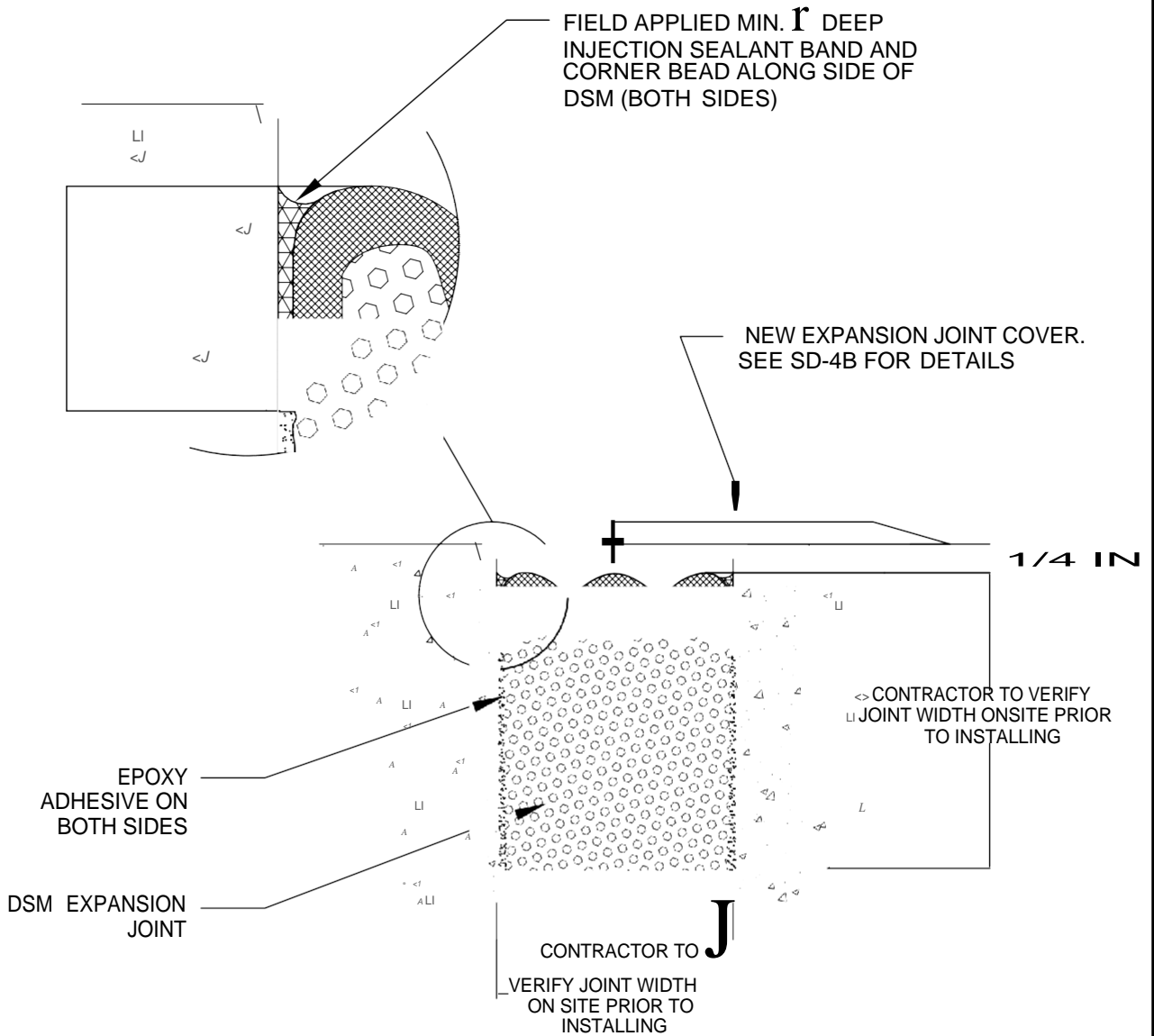
EDGE REPAIR - HOLLOW CORE DECK #2

SCALE = N.T.S

CHRISTINA GRUBBS, PE
 FLORIDA REGISTRATION #68257

TO THE BEST OF MY KNOWLEDGE AND ABILITY, THE COMPLETED STRUCTURE DEPICTED
 ON THESE PLANS COMPLIES WITH THE APPLICABLE MINIMUM BUILDING CODES

	<p>8340 Consumer Court SARASOTA, FL 34240 PHONE: (941) 952-1717 C 2020 - IRC Worldwide All rights reserved. www.trcv.com</p>	DESIGN: TRC	DRAWN: ATM
		DATE: 09/14/2020	JOB NUMBER: 18TMP607
		J.L. YOUNG APARTMENTS TAMPA HOUSING AUTHORITY 5301 W CYPRESS ST. TAMPA, FLORIDA 33607	
SECTION 00 24 13			SD-3B



NEW EXPANSION JOINT DETAIL

SCALE = N.T.S

CHRISTINA GRUBBS, PE
FLORIDA REGISTRATION #68257

TO THE BEST OF MY KNOWLEDGE AND ABILITY, THE COMPLETED STRUCTURE DEPICTED ON THESE PLANS COMPLIES WITH THE APPLICABLE MINIMUM BUILDING CODES

DESIGN: TRC

DRAWN: ATM

DATE: 09/14/2020

JOB NUMBER: 18TMP607

7 RC
WORLDWIDE ENGINEERING
CERTIFICATE OF AUTHORIZATION No. 30761

8340 Consumer Court
SARASOTA, FL 34240
PHONE: (941) 952-1717
C 2020 - IRC Worldwide Engineering, Inc.
All rights reserved.
www.trcww.com

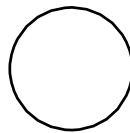
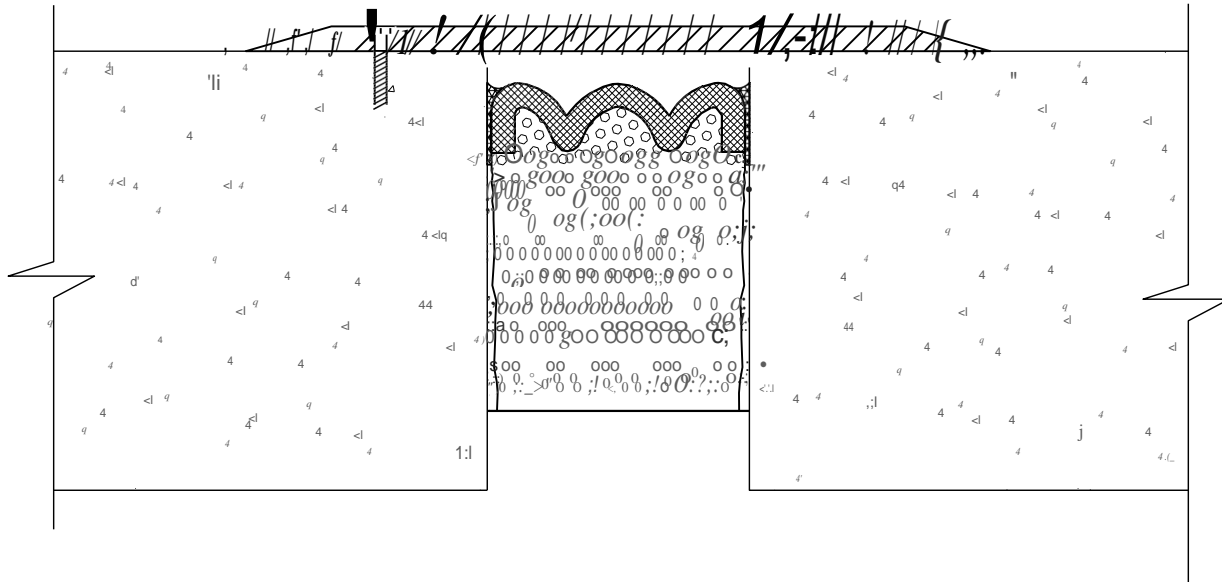
J.L. YOUNG APARTMENTS
TAMPA HOUSING AUTHORITY
5301 W CYPRESS ST.
TAMPA, FLORIDA 33607

SD-4A

SECTION 00 24 13

PLATE FASTENER,
DIAMETER AND LENGTH
AS SPECIFIED BY PLATE
MANUFACTURER

INSTALL NEW STAINLESS
STEEL COVER AT THE JOINT
LOCATION, THE COVER
SHALL BE ANCHORED TO
ONE SIDE ONLY



NEW EXPANSION JOINT COVER

SCALE = N.T.S

CHRISTINA GRUBBS, PE
FLORIDA REGISTRATION #68257

TO THE BEST OF MY KNOWLEDGE AND ABILITY, THE COMPLETED STRUCTURE DEPICTED
ON THESE PLANS COMPLIES WITH THE APPLICABLE MINIMUM BUILDING CODES

DESIGN: TRC

DRAWN: ATM

7 RC
WORLDWIDE ENGINEERING
CERTIFICATE OF AUTHORIZATION No. 30761

SARASOTA, FL 34240
PHONE: (941) 952-1717
C 2020- IRC Worldwide Engineering, Inc.
All rights reserved.
www.trcww.com

DATE: 09/14/2020

JOB NUMBER: 18TMP607

J.L. YOUNG APARTMENTS
TAMPA HOUSING AUTHORITY
5301 W CYPRESS ST.
TAMPA, FLORIDA 33607

SD-4B

SECTION 00 24 13

TABLE #1 – ESTIMATED REPAIRING QTY

NOTE: THE FOLLOWING QUANTITIES HAVE BEEN PROVIDED AS A ROUGH ESTIMATE FOR UNIT PRICING REFERENCE ONLY. THESE ARE NOT VERIFIED QUANTITIES, WHICH CAN ONLY BE DETERMINED WHEN PREPPING AND PERFORMING WORK, THEREFORE SHOULD NOT BE USED DETERMINING ANY LUMP SUM PRICING OR MINIMUM QUANTITIES FOR CONTRACT VALUE. THEY ARE EDUCATED GUESTIMATES ONLY BASED ON VISUAL OBSERVATION.

ITEM	GUESTIMATED QUANTITY
Stucco Repair	4000 SF
Concrete Repair	50 CF
Epoxy Crack Repair	50 LF
Sealant Crack Repair	200 LF
Cover Plates	300 LF
Expansion Joints	400 LF
Walkways	5400 SF
Stair/Elevator Towers	8

Scope of Work



BID FORM

BID FOR: J.L. Young Garden Apartments Beam Seats and Structural Repairs

TO: Tampa Housing Authority
5301 W. Cypress Street
Tampa, Florida 33607

Sir/Madam:

1. The undersigned, having familiarized _____ with the local conditions affecting the cost of the work, and with the Specifications (including Invitation for Bids, Instructions to Bidders, this Bid Form, the form of Bid Bond, the Non-collusive Affidavit, the form of Performance and Payment Bond or Bonds, the General Conditions, the Special Conditions, and the General Scope of Work), and acknowledging receipt of Addenda No. _____ through _____, (if any thereto), as prepared by Tyson and Billy Architects and on file in the office of Tyson and Billy Architects, 23150 Fashion Drive, Suite #232, Estero, Florida 33928, hereby proposes to:

1. Furnish all bonds and insurance required by the Bidding Documents.
2. Accomplish the work in accordance with the Contract.
3. Complete all work, as shown and specified herein, within 120 consecutive calendar days from the date of the Notice to Proceed.

Base Bid:

Include all work called for, and/or specified, and described within Contract Documents

1. For the lump sum of: _____ (\$ _____).

Deductive Alternate Bid No. 1

1. Remove existing finishes and install waterproof membrane on exterior walkways \$ _____ Lump Sum

Unit Priced Work

Costs for work added or deleted from this project shall be as per the following schedule. Because quantities cannot be verified work begins, the following pricing will be applied to directed repairs by unit, which must be verified by the ENGINEER.

- | | | |
|--------------------|-------------------|----------|
| 1. Stucco Repair | Est. Qty _____ SF | \$ _____ |
| 2. Concrete Repair | Est. Qty _____ CF | \$ _____ |

3. Epoxy Crack Repair

1/4" wide or less Est. Qty _____ LF \$ _____

>1/4" Est. Qty _____ LF \$ _____

4. Sealant

1/4" wide or less Est. Qty _____ LF \$ _____

>1/4" Est. Qty _____ LF \$ _____

In submitting this bid, it is understood that the right is reserved by Tampa Housing Authority to reject any and all bids. If written notice of the acceptance of this bid is mailed, faxed or delivered to the undersigned within 90 calendar days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented for signature.

Bid Security in the sum of _____ Dollars (\$ _____), in the form of _____ is submitted herewith in accordance with the Specifications.

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or submitting of proposals for the contract for which this proposal is submitted.

The bidder represents that it () has, () has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246, or the Secretary of Labor; that they () have, () have not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with the contracts or sub-contracts which are exempt from the clause.)

Certification of Nonsegregated Facilities. By signing this bid, the bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. They certify further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The bidder agrees that breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. They further agree that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000.00 which are not exempt from the provisions of the Equal

Opportunity clause; that they will retain such certifications in their files; and that they will forward a notice to their proposed subcontractors as provided in the instructions to bidders.

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

DATE: _____, 20____. _____
(Name of Bidding Entity)

Official Address: _____
BY: _____

TITLE: _____

(SIGN ORIGINAL ONLY)

Subcontractor List: The Housing Authority requires bidders to identify subcontractors that have provided proposals for this bid and who may be considered if the contractor is the bid winner. This list of subcontractors shall demonstrate the level of commitment to achieving the Authority's stated MBE and Section 3 goals. The Authority realizes that firm commitments will not be made by the General Contractor until after the GC is announced as the successful bidder. The subcontractors on the list may therefore be modified by the GC subject to review by the Authority.

Subcontractor Name & Address	Type of Work Classification	Approx. Amount	License #	Ownership (check)		
				MBE	SECT. 3	LOCAL

ADD ADDITIONAL PAGES AS NECESSARY

- MBE** - Minority Business Enterprise as defined in Section 00810
- Section 3** - Section 3 Business Concern as defined in Section 00810
- Local** - A business who has a local, City of Tampa or Hillsborough County business office address.

Bid Form

SECTION 00 41 00



BID BOND

Bond No: _____

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

(Name of Principal)

as PRINCIPAL (hereinafter called "Principal"), and

(Name of Surety)

as SURETY (hereinafter called "Surety"), are hereby held and firmly bound unto the HOUSING AUTHORITY OF THE CITY OF TAMPA (hereinafter called "AUTHORITY") for the penal sum of _____ DOLLARS, lawful money of the United States, for the payment of which sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted an accompanying bid dated _____, 20__ for the Project Contract number

(Insert Job Number)

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 said opening, and shall in the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Authority in accordance with the bids 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 withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, the Principal shall pay the Authority the difference between the amount specified in said bid and the amount for which the Authority may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their 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 authority of its governing body.



In presence of:

(Attest)

_____ (Seal)
(Individual Principal)

(Business Address)

(Attest)

_____ (Seal)
(Individual Principal)

(Business Address)

By _____ Affix Corporate Seal

(Attest:)

(Attest:)

(Corporate Surety)

By _____ Affix Corporate Seal

(Power of Attorney for person signing for Surety Company must be attached to bond)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ certify that I am the

Secretary of the corporation named as Principal in the within bond: That

who signed the bond on behalf of the Principal , was then

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

_____ (Corporate Seal).

This Page is intentionally Left Blank

END OF BID BOND



Representations, Certifications, and Other Statement of Bidders - Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	2
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	3
8. Indian Owned Economic Enterprise and Indian Organization Representation	3
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	4
12. Bidder's Signature	4

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 of 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) 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 this 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 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 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 sixty (60) consecutive 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 the 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 certified 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 at least 51 percent Indian is 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 for the Bureau of Indian Affairs and "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:

11. 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.

12. 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.

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)

END OF HUD FORM 5369-A (11/92)

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data provided must be clear and comprehensive. This statement must be notarized. If necessary add separate sheets for items requiring additional explanations. This information must be submitted in a separate sealed envelope marked "Bidder's Qualifications" and inserted inside the sealed Bid envelope. In the event your bid is not selected for award, this envelope will be returned to the Bidder unopened.

SECTION 1: General Information

1. Name of Bidder.
2. Permanent main office address.
3. Date Organized.
4. State in which Bidder is incorporated.
5. Submit your license # for the Contractor's licensing that conforms to the Bid requirements.
6. Number of years you have been engaged in the contracting business under your present firm name.

SECTION 2: Contracting Experience and Past Performance

7. Describe the general character of work normally performed by your company. *Do not exceed one (1) page.*
8. Provide a schedule of all current contracts,

For each contract provide the following:

- a. Contract title.
- b. A general description of the work.
- c. Owner.
- d. Name of Owner's representative, title, address and phone number.
- e. Contract amount.
- f. Contractual start and completion date
- g. The approximate % and dollar amount of work completed.
- h. % of work self performed
- i. Identify any Owner MBE and/or Section 3 contractual goals
- j. % of work and dollar value performed by MBE and/or Section 3 Contractors

9. Describe any past experience your firm may have had of a similar nature to this project. (List each project, number of units or square foot demolished, address, contract amount, contract duration, name and contact information of owner or owner's representative.
10. Has your firm ever failed to complete any work awarded to you? If so, provide information regarding for whom, where, and why?
11. Has your firm ever defaulted on a contract? If so, provide information regarding for whom, where, and why?
12. Describe your company's senior management involvement in ensuring customer satisfaction. Describe your firm's plan for ensuring customer satisfaction for this contract. *Do not exceed two (2) pages.*
13. Provide any additional information or statements that you feel will demonstrate your firm's ability to successfully manage this contract and multiple trade Subcontractors. Information and statements will be considered with particular attention paid to demonstrate past experience with regard to mechanical, electrical, and commercial Contracts. *Do not exceed two (2) pages.*

SECTION 3: Quality Control Plan

14. Describe the specific qualifications of each member of your quality control staff. Indicate their levels of authority to redirect or put a stop to work and on what basis. *Do not exceed two (2) pages.*
15. Describe the detailed procedures to be followed by your quality control staff in visiting the sites; documenting the progress and quality of work; directing subcontractors in the correction of deficiencies; and directing work in the event of problems, design changes, change orders, etc. *Do not exceed three (3) pages.*
16. Describe the approach your firm will utilize to inspect work and correct deficiencies prior to Authority staff being informed that the work is ready for inspection. *Do not exceed two (2) pages.*

SECTION 5: Subcontractor and Section 3 Utilization/Management

17. Provide a description of the provisions your firm will institute regarding your bonding and insurance requirements, imposed on your Subcontractors, that will enhance the viability of Subcontract opportunities for small, minority and Section 3 Subcontractors and make such requirements more attainable for said Subcontractors. *Do not exceed one (1) page.*
18. Describe your firm's policy of making progress payments to small, minority and Section 3 Subcontractors that will enhance the viability of Subcontract opportunities



with your firm and allow you to maximize your firm's utilization of such businesses. Do not exceed one (1) page.

19. Describe your plan for coordinating and controlling Subcontractors (see previous assumptions in the Statement of Bidder's qualification section of these Contract Documents). Focus specifically on your plan to ensure that subcontractors show up on the job site every day they are scheduled, with appropriate staff and materials, and make reasonable progress. The Authority is particularly interested in a plan that demonstrates capabilities to accomplish the majority of the supervision and management tasks early each workday to minimize elapsed unproductive time. Do not exceed two (2) pages.

20. Authority is interested in the Bidder demonstrating past experience in subcontracting to and managing a significant number of trade Contractors. Provide a representative list of Subcontractors you intend to use or solicit bids from during the duration of this contract. For each Subcontractor, list the city and state of its office location. Authority recommends that to demonstrate adequate capability, at a minimum, identify one contractor for each trade area listed below or note your intent to self-perform in that specific trade area. In addition, Authority will give significant attention as to whether or not those listed are local (Tampa metro area) subcontractors, MBE or Section 3 Contractors and if the Bidder has demonstrated experience and/or knowledge of the local and MBE subcontractor market.

a. Trade Areas: Demolition, earthwork, carpentry, concrete, masonry, roofing, painting, flooring, drywall finishing, mechanical/plumbing, electrical, lead paint abatement, and asbestos abatement, final cleaning, hauling, and principal material suppliers.

b. For each trade firm listed in (a) above indicate the most recent project you have worked together on, and provide the approximate dates.

c. Provide the information in a table format, similar to the example below:

<u>Trade</u>	<u>Sub Name</u>	<u># of Times</u>					<u>Most Recent</u>
		<u>Used</u>	<u>MBE</u>	<u>Section 3</u>	<u>Local</u>	<u>Project/Date</u>	
Demolition	ACME Wrecking	6	X	N/A	Yes	NBH 1999	

21. Provide a description of your plan to market subcontract opportunities to the MBE subcontractor community and to market employment opportunities to Section 3 Employees (see Supplemental General Conditions section of these Contract Documents for definition of MBE Contractors, and Section 3 Employees). Provide a summary of any past successes Subcontracting to MBE Subcontractors and hiring Section 3 Employees. For each example cited, provide a brief description and an Owner Contact and phone number so that the Authority may verify the event occurrence and the achievement cited. Do not exceed three (3) pages.



22. To demonstrate the ability to meet the requirements of this contract and the service expectations of Authority, the Bidder shall provide audited *or* CPA prepared (by a CPA not employed by your firm) Financial Statements for the most recently completed fiscal year (**no later than twelve months ago**).

Provide evidence of available credit in sufficient amount to complete the requirements of this Contract (typical form would be a letter from a credit source).

END OF STATEMENT OF BIDDER'S QUALIFICATIONS



NON COLLUSIVE AFFIDAVIT

State of _____)

County of _____)

_____, being first duly sworn,
(Printed Name)

deposes and says,

That he/she is _____
(Owner, Partner, Officer, Representative or Agent)

the party making the foregoing proposal or bid is genuine and not collusive or sham; that the said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person, to fix the bid price or any other bidder, 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 Housing Authority of the City of Tampa or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

SIGNATURE _____

TITLE _____

COMPANY NAME _____

Bidder, if the Bidder is an Individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed & sworn to before me

This _____ day of _____, 20____.

My Commission expires _____, 20____.

END OF NON COLLUSIVE AFFIDAVIT



This Page Intentionally Left Blank



Section 3 & MBE Compliance Certification Forms

The certifications herein are to be submitted with the Bid. See Section 00810 – Special Conditions for explanation of Section and MBE Definitions, Policies and Procedures.



Section 3 & MBE Compliance Certification Forms
To Be Submitted For Each New Section 3 Business Subcontract

Housing Authority of the City of Tampa
Section 3 Program

Certification for Business Concerns Seeking Section 3 Preference

Name of Business: _____

Address of Business: _____

Type of Section 3 Business:

- Corporation
- Partnership
- Sole Proprietorship
- Joint Venture

Name and Address of Section 3 Resident(s) in 51% Ownership Position:

Attached is the following documentation as evidence of Section 3 status (as appropriate):

For person claiming status as a Section 3 Resident:

- Copy of resident lease with Housing Authority of the City of Tampa
- Copy of receipt of public assistance
- Evidence of participation in public assistance program
- Other evidence, as appropriate

For the Section 3 Business entity as applicable:

- Copy of resident lease with Housing Authority of the City of Tampa
- Assumed business name certificate
- List of Owners/stockholders and % ownership of each
- Organizational chart w/names, titles & functional statement
- Certificate of good standing
- Partnership agreement
- Corporation annual report
- Latest board minutes appointing officers
- Additional documentation

Attested by: _____

CORPORATE SEAL

Signature: _____

Date: _____



HOUSING AUTHORITY OF THE CITY OF TAMPA

SECTION 3 PROGRAM

Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3 (P&D99-52)

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

- Is a Section 3 Business concern.**
A Section 3 Business concern means a business concern:
 1. That is 51% or more owned by Section 3 Resident(s); or
 2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within the last three years of the date of first employment with the business concern were Section 3 residents; or
 3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 herein.

Is Not a Section 3 Business concern but who has and will continue to seek compliance with Section 3 by certifying to the following efforts as being undertaken.

EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS:

(Check ALL that apply)

-
- By contacting business assistance agencies, minority contractors associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work
- By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by the Housing Authority
- By providing written notice to all known Section 3 business concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to bid invitations
- By following up with Section 3 business concerns that have expressed interest in the contracting opportunities

By coordinating meetings at which Section 3 business concerns could be informed of specific elements of the work for which subcontract bids are being sought

- By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 business concerns can take advantage of contracting opportunities
- By advising Section 3 business concerns as to where they may seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance, and aiding Section 3 businesses in qualifying for such bonding, financing, insurance, etc.
- Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses
- By developing and utilizing a list of eligible Section 3 business concerns
- By actively supporting and undertaking joint ventures with Section 3 businesses

EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS:

(Check ALL that apply)

- By entering into a "first source" hiring agreements with organizations representing Section 3 residents
- By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 residents in the building trades
- By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents
- By contacting resident councils and other resident organizations in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled
- By arranging interviews and conducting interviews on the job site
- By undertaking such continued job-training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities

Authorized Signature of the Bidder & Date



**SELECTION 3 AND MBE
PRE-AWARD COMPLIANCE CERTIFICATION
(ORED FORM 99-17)**

1. Contractor Name & Address (street, city, zip):	2. Contract Number and Description	3. Dollar Amount of Contract
	4. Contact Person:	5. Phone Number:
	6. Contracting Period:	7. Date Report Submitted:

Part I: Employment and Training of Section 3 Residents (If Prime Contractor is Section 3 Owned Check Here)

The employment and training component of Section 3 applies to the prime contractor and all sub-contractors providing construction services and professional services to the Tampa Housing Authority. It is the responsibility of the Prime Contractor to enforce these same requirements within any sub-contracts.

Instructions: Complete items A, B and C and adjoining worksheet

- A. Total Number of Current Employees? _____
- B. Total Number of Anticipated New Hires and Trainees. _____
- C. Total Number of Section 3 New Hires & Trainees?
(the established goal is 30% of Line B) _____

Adjoining Worksheet		
(A) Job Category	(B) Number of Anticipated New Hires and Trainees	(C) Number of column (B) that will be Section 3 Residents
Professional		
Technical		
Construction by Trade(list)		
Other (list)		
Total		

Part II: Subcontract awards – Section 3 and MBE (If Prime Contractor is Section 3 Owned Check Here)

The contracting component of Section 3 and minority-owned business participation apply to all prime contractors and sub-contractors providing construction services, professional services and supplies to the Tampa Housing Authority's project. It is the responsibility of the prime contractor to enforce the same requirements within any sub-contracts.

Instructions: All contractors must complete item D. Complete item E for construction contracts only. Complete item F for professional service and supplier contracts only. All contractors must complete item G.

- D. Total dollar amount of all sub-contracts anticipated for this project? \$ _____
- Applies to construction contracts only:**
- E. Total amount of anticipated Section 3 sub-contract awards? \$ _____
(The established goal is 10% of Line D)
- Applies to professional service contracts and suppliers:**
- F. Total amount of anticipated Section 3 sub-contract awards? \$ _____
(The established goal is 3% of Line D)
- Applies to all contracts:**
- G. Total amount of anticipated minority-owned business contract awards? \$ _____
(The established goal is 20% of Line D)

A minority-owned business is an entity that is 51% or more owned and controlled by one or more of the following minority group members: Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans and Hasidic Jewish Americans.

Part III – Certification

As a duly authorize representative of the prime contractor, it is hereby agreed that the prime contractor and all sub-contractors will make every effort to achieve at least the minimum levels for compliance with Section 3 and Minority- Owned Business participation goals. It is further understood that the undersigned will enforce and ensure compliance within all subcontracts.

Signature:	Print Name and Title	Date
------------	----------------------	------



HOUSING AUTHORITY OF THE CITY OF TAMPA
SECTION 3 CONTRACTORS LIST
Updated June 18, 2019

Company Name	Services Provided	Contact Name	Company Address	Contact Phone	Email
3-Vets, Inc.	Construction Painting, installation of windows and doors, construction / contract administration	Reggie Tim	1907 E. Hillsborough Ave., Suite 101 Tampa, FL 33610	813-237-8387 / 813-232-3894(fax)	vetlinds@aol.com
AIRMAX1, Inc.	A/C Service and Repairs	Eloy Rojas	PO Box 263394 Tampa, FL 33685	813-385-1867	Airmax1ac@yahoo.com
American Ecosystems, Inc.	Aquatic Mgmt., Water Treatment, Other	Kevin Youngberg	10460 75 th Street Largo, FL 33777	727-545-4404	kry@american-ecosystems.com
Arcor Trading, Inc.	Painting, waterproofing	Juan Restrepo / Luis Arguello	P.O. Box 4149, Tampa, FL 33677	813-446-3225	luisgamin55@gmail.com
Cablelytics LLC	Communications, Cable	Floyd Freeman	4607 Limerick Drive Tampa, FL 33610	813-727-6728	Ffreeman@cablelytics.com
Campellos Houses Solutions	Cabinets	Jose Campello	2010 Clarice Circle Tampa, FL 33619	813-650-6714	Yeidavid1106@gmail.com

Section 3 Contractors List



HOUSING AUTHORITY OF THE CITY OF TAMPA
SECTION 3 CONTRACTORS LIST

Updated June 18, 2019

Classic Construction Ltd. Co.	GC, Construction	Brian Lodermeier	16674 Collections Center Drive	727-421-2845	classicltd@gmail.com
Classie Ladies' Cleaning Service	General cleaning services	Classie McMillen	7495- Somerset Court Palm Harbor, Florida 34584	813-856-8092	ClassieLadie35@gmail.com
Climatize Air of Florida	A/C Service/Repairs, HVAC, Refrigeration	Marcus Carn	7610 Dragon Fly Loop Gibsonton, FL 33534	813-638-5434	climatizeairmkt@gmail.com
Darryl Ward's Painting	Construction Painting	Darryl Ward	35247 Janine Drive Zephyrhills, Florida 33541	813-918-3806	Dwpllc1@gmail.com
Faithful Cleaning Service To The Rescue	Commercial and Residential cleaning services	Michelle Henry	9824 Morris glen way Tampa, Florida 33637	813-210-3616	Faithfulcleaningservice17@yahoo.com
Full of Hope Cleaning Services	Construction and Janitorial Cleaning	Hope Terrible	6913 Bon Air Dr., Apt. C Tampa, FL 33617	813-992-5382	hterrible@yahoo.com

Section 3 Contractors List



HOUSING AUTHORITY OF THE CITY OF TAMPA
SECTION 3 CONTRACTORS LIST

Updated June 18, 2019

GraphixT's, Inc.	Screen Printing, Banners	Randy Johnson	10071 Country Road WeekiWachee, FL 34613	352-600-9170	tees@gpats.com
I. B. B., Inc.	install privacy walls, retaining walls, buffer walls, sound walls, security walls, animal containment walls,	Donald Burkett	2804 Lutz Lake Fern Rd., Tampa, FL 33558	813-949-4786	donb@burint.com
Impact Construction Services Div. 1	GC/Construction	Alex Maldonado	4628 Fremont Ter S St. Petersburg, FL 33711	708-214-9599	Alex.m@icsdi.com
Intex Builders	GC/Construction,	David Knight	3800 Gunn Hwy Tampa, FL 33618	813-205-1892	david@intexbuilders.net
Johnson & Johnson Janitorial	Janitorial Cleaning, Construction Cleaning, Environmental	Janice and Earl Johnson	7901 Bahia Ave., Tampa, FL 33619	813-629-6565 /	Janice.johnson33@verizon.net
Johnson Construction and haulig	Stucco, Drywall, Professional Painting, Demolition Hauling. Emergency Clean-	Eugene Johnson	3205 E. 24 th Avenue Tampa, Florida 33605	813-417-9116	johnsonhauling78@gmail.com

Section 3 Contractors List



HOUSING AUTHORITY OF THE CITY OF TAMPA
SECTION 3 CONTRACTORS LIST

Updated June 18, 2019

On-Line Electrician LLC	Electrician	Jack Luper	210 W. Powhatan Tampa, FL 33604	813-335-8263	On_line_ele@live.com
Paramount Trim, Inc.	Carpentry, Contractor-Doors	Walid Ben Khaffed	7419 Savannah Lane Tampa, FL 33637	813-927-1082	paramounttrim@yahoo.com
Pastels Child Development Center	Childcare	Spencena Dalmas	PO Box 286 Lakeland, FL 33802	813-900-8176	pastelschilddevelopment@gmail.com
Pick N Go Property Waste Services	Junk removal, dumpster rental, demolition service	Joe Biccum	13575 58 th Street N #173 Clearwater, FL 33760	727-504-4672	joeb@pickngowaste.com
Pipeline Construction, LLC	Site preparation and underground utilities	Christopher Lee	1313 33rd Avenue, Tampa, FL 33603	813-927-6646	pipelinecontractingllc@yahoo.com
Randall Mechanical, Inc.	Plumbing Services	Paul Welsh	3102 Cherry Palm Drive Suite 150 Tampa, FL 33619	813-626-6161	pwelsh@ramdallmechanical.com
Ryman Commercial Roofing, Inc.	Roofing	Christian	36413 SR54 Zephyrhills, FL 33541	813-526-9695	christian@rymanroofing.com
Spotless Cleaning 7, LLC	Janitorial Services, Pressure Washer, Hauling	Tow and Reid	PO Box 11093 Tampa, FL 33680	813-370-3645	Spotlesscleaning40@yahoo.com

Section 3 Contractors List



HOUSING AUTHORITY OF THE CITY OF TAMPA
SECTION 3 CONTRACTORS LIST

Updated June 18, 2019

Sunbelt Constructing Company LLC	Flooring	Mark Stalsitz	3109 Reseda Court, Tampa, FL 33618	813-312-4460	sunbelt.mark@gmail.com
SunScape Grounds Maintenance	Landscape and Lawn Maintenance	Demond Bryant	3624 18th Street N. Tampa, FL 33603	813-376-8755 / 813- 247-3100	sunscapegmi@verizon.net
Universal Contracting Services, Inc.	Drywall, Professional painting, Carpentry, Pressure washer	Hadeel Elshehaiy	5008 W. Linebaugh Suite 13 Tampa, Florida 33624	813-966-1508	ucs@email.com
Z's Fine Furniture, Inc.	Kitchen and bathroom cabinets install and refacing, furniture	Gina and Michael Zayas	4401 W. Jean Street, Tampa, FL 33614	813-323-3893 / 813- 309-2339	mikezcabinets@gmail.com

Section 3 Contractors List



HOUSING AUTHORITY OF THE CITY OF TAMPA
SECTION 3 CONTRACTORS LIST
Updated June 18, 2019

**For Questions Regarding Section 3, please contact
Gwen Bedwell, Administrative Assistant, Housing Authority of the City of
Tampa Office of Real Estate Development, 5301 W Cypress Street, Tampa,
Florida 33607 813-341-9101 ext. 2630 or e-mail at gwen.bedwell@thaf1.com**

A searchable list of local MBE (Minority Business Enterprise) certified businesses can be found at the City of Tampa's website here: <https://tampa.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?TN=tampa&XID=846>
or at the Hillsborough County website here:
<https://hillsboroughcounty.diversitycompliance.com/FrontEnd/SEARCHCERTIFIEDDIRECTORY.asp>

Section 3 Contractors List

SECTION 00 62 39



PERFORMANCE BOND FORM

KNOW ALL MEN BY THESE PRESENTS:

That

As Principal, and _____

a corporation of the State of _____, as

Surety, are held and firmly bound unto the HOUSING AUTHORITY OF THE CITY OF TAMPA,

as Obligee, in the amount of _____ DOLLARS

(\$ _____) for the payment thereof Principal and Surety bond themselves, their

heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has, by written agreement dated _____, 20____,

entered into a contract with Obligee or _____

in accordance with Contract Documents prepared by THE HOUSING AUTHORITY OF THE CITY OF TAMPA, which Contract is, by reference, made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully satisfy all claims and demands incurred by the Principal of said Contract, and shall pay all obligation arising there under, and shall fully indemnify and save harmless the OWNER from all cost and damage which the OWNER might suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the OWNER all costs, damages, and expenses which the OWNER may incur, making good any default by the Principal, and shall promptly make payment to all persons supplying labor, equipment, or materials for use in the prosecution of the Work, whether by subcontractor or otherwise, and including all insurance premiums on said Work as provided for in such Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In addition, the Principal and Surety, jointly and severally, expressly guarantee that the Owner will be held harmless from any liens, claims, demands, or obligations in conjunction with materials or services provided with respect to this Contract. This Bond shall remain in effect for a period of one year from the date of final acceptance.



The OWNER may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a subcontractor, shall have the right to sue on this bond, in the name of the OWNER, for his/her use and benefit.

ATTEST

Contractor

BY: _____

Secretary

Title

Surety

(SEAL)

BY: _____

Signed and sealed this _____ day of _____, 20__.



PAYMENT BOND FORM

THIS INSTRUMENT WITNESSETH: That we (1)

a(2) _____

organized under the law's of the State of _____ hereinafter authorized to do business in the State of (3) _____, and (4) _____ as Surety

are held and firmly bound unto HOUSING AUTHORITY OF THE CITY OF TAMPA, hereinafter called the OWNER, in accordance with a referred to, in the penal sum of

(5) _____ Dollars (\$ _____) lawful money of the United States, well and truly to be paid unto the said OWNER, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with the OWNER, dated, _____ 20_____ for work designated as

Located in _____, in conformity with Contract Documents hereby referred to and made a part hereof, the same, to all intents and purposes, as if written at length herein, in which Contract the said Principal has contracted to perform the Work specified in said Contract in accordance with the terms thereof.

- (1) Contractor
(2) Corporation. Partnership or Individual
(3) State in which project is located
(4) Surety
(5) 100 percent of the Contract

NOW THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully satisfy all claims and demands incurred by the Principal of said Contract, and shall pay all

FY2014/2015



obligations arising there-under, and shall fully indemnify and save harmless the OWNER from all cost and damage which the OWNER might suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the OWNER all costs, damages, and expenses which the OWNER may incur, making good any default

by the Principal, and shall promptly make payment to all persons supplying labor, equipment or materials for use in the prosecution of the Work, whether by subcontractor or otherwise, and including all insurance premiums on said Work as provided for in such Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In addition, the Principal and Surety, jointly and severally, expressly guarantee that the Owner will be held harmless from any liens, claims, demands or obligations in conjunction with materials or services provided with respect to this Contract. The bond shall remain in effect for a period of one year from the date of final acceptance.

The OWNER may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a subcontractor, shall have the right to sue on this bond, in the name of the OWNER, for his/her use and benefit. The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed there-under, or the Contract Documents accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such changes, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary herein under, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in several counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

(Seal)

Contractor:

Attest:

BY: _____

TITLE: _____

(Seal)

Surety:

Attest:

BY: _____

Attorney-in-Fact

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.

Clause		Page	Clause		Page
1.	Definitions	2	Administrative Requirements		
2.	Contractor's Responsibility for Work	2	25.	Contract Period	9
3.	Architect's Duties, Responsibilities and Authority	2	26.	Order of Precedence	9
4.	Other Contracts	3	27.	Payments	9
Construction Requirements			28.	Contract Modifications	10
5.	Preconstruction Conference and Notice to Proceed	3	29.	Changes	10
6.	Construction Progress Schedule	3	30.	Suspension of Work	11
7.	Site Investigation and Conditions Affecting the Work	3	31.	Disputes	11
8.	Differing Site Conditions	4	32.	Default	11
9.	Specifications and Drawings for Construction	4	33.	Liquidated	12
10.	As-Built Drawings	5	34.	Termination of Convenience	12
11.	Material and Workmanship	5	35.	Assignment of Contract	12
12.	Permits and Codes	5	36.	Insurance	12
13.	Health, Safety, and Accident Prevention	6	37.	Subcontracts	13
14.	Temporary Buildings and Transportation Materials	6	38.	Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms	13
15.	Availability and Use of Utility Services	6	39.	Equal Employment Opportunity	13
16.	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	6	40.	Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968	14
17.	Temporary Buildings and Transportation Materials	7	41.	Interest of Members of Congress	15
18.	Clean Air and Water	7	42.	Interest of Members, Officers, or Employees and Former Members, Officers, or Employees	15
19.	Energy Efficiency	7	43.	Limitations on Payments Made to Influence	15
20.	Inspection and Acceptance of Construction	7	44.	Royalties and Patents	15
21.	Use and Possession Prior to	8	45.	Examination and Retention of Contractor's Records	15
22.	Warranty of Title	8	46.	Labor Standards-Davis-Bacon and Related Acts	15
23.	Warranty of	8	47.	Non-Federal Prevailing Wage Rates	19
24.	Prohibition Against	9	48.	Procurement of Recovered	19

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.

- (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

this contract within **120** 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 **30 days** in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
 - (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
 - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
 - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
 - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.
- _____
Name:
- _____
Title:
- _____
Date:
- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
 - (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

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

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

28. Contract Modifications

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

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

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

29. Changes

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

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

30. Suspension of Work

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

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

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

31. Disputes

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

32. Default

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

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

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

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of **\$500** [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 **\$1,000,000.00** [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 \$ **1,000,000.00**. [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.



SPECIAL CONDITIONS

The following conditions modify the "General Conditions of the Contract for Construction/Public and Indian Housing Programs", Form HUD-5370. Where a portion of the General Condition is modified or deleted by these Special Conditions, the unaltered portions of the General Conditions shall remain in effect.

PROJECT MEETINGS

Project meetings shall be held **weekly** at the site followed by a site inspection. Appropriate representation from the Architect, Contractor, major Sub-contractors and Owner shall be in attendance.

CHANGE ORDERS

An itemized breakdown showing cost and mark up must be submitted with each proposal for change order

Maximum allowable markup (includes indirect cost and profit) on "*direct cost*" will be eight percent (8%).

Maximum allowable markup (includes indirect cost only) on "*amounts proposed from any tier Subcontractor*" will be five percent (5%).

Markup will not be allowed on more than one-tier Subcontractor.

SUPERVISION

The Contractor shall provide a full-time Superintendent who shall be responsible for all phases of work performed under this Contract. The Superintendent shall not perform work with tools except in specific instances when approved by the Housing Authority of the City of Tampa.

INSPECTION

The Housing Authority of the City of Tampa may appoint an Inspector as deemed proper to inspect the work performed under this

Contract for compliance with the Specifications.

The Contractor shall furnish all reasonable assistance required by the Inspector for the proper inspection and examination of the work.

The Contractor shall follow the directions and instructions of the Contract. Should the Contractor object to any order given by any Inspector, the Contractor shall make written appeal to the Contracting Officer for a decision.

The Inspector and other authorized representatives of the Housing Authority of the City of Tampa shall be free at all times to perform their duties and any attempted intimidation of an inspector by the Contractor or by any of his employees shall be sufficient reason, if the Housing Authority of the City of Tampa so decided, to terminate the Contract. Furthermore, such field inspections shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the contract documents. Any work not so constructed shall be removed and made good by the Contractor at Contractor's own expense.

ON-SITE STORAGE

If, during the course of the contract, the Contractor finds it necessary to place temporary storage trailers containing materials and/or equipment on the Housing Authority property, an on-site area will be designated by the Housing Authority. However, the Housing Authority assumes no responsibility for such stored material, equipment, buildings or trailers.

RIGHTS OF ENTRY

The right to enter on any site of construction or material storage area is reserved by the Housing Authority and all Government agencies involved in any way with the project. Furthermore, a 48 hr advance notice need not be given by the Housing Authority of the City of Tampa for such entry right.

COMPETENCE OF WORKMEN

Every worker on any part of this Contract shall be competent to perform the task to which he/she is assigned. Supervision for each crew shall be done by a Foreman or Superintendent that is capable of directing the work. Conditions which require the constant presence of a Housing Authority of the City of Tampa Inspector to assure the quality of the work will not be tolerated. Any worker who does not produce quality workmanship through lack of cooperation or incompetence shall be promptly removed from the job upon written order by the Authority. The judge of quality of workmanship shall be the Housing Authority of the City of Tampa.

AFFIRMATIVE ACTION REQUIREMENT

Under Executive Order 11246, as amended, the Housing Authority shall advise all construction-related Contractors and contracts over \$10,000 to document affirmative actions taken to ensure equal opportunity in employment. This documentation is subject to review by the Regional Office of the Department of Labor. As a part of normal contract administration, the Housing Authority will determine compliance with the equal opportunity clause or written affirmative action requirements and will review Contractor performance to ensure that these responsibilities are met.

RESPONSIBILITIES OF CONTRACTORS AND SUBCONTRACTORS

All Contractors and Subcontractors on modernization activities are required to take affirmative action to comply with the equal employment opportunity provisions of Executive Order 11246, as amended.

CONTRACT PERIOD

The Contractor shall complete all work required under this contract within **120** 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.

The Contractor shall make all specified areas of work available for the Owner's use on the effective date of the Certificate of Substantial Completion. The Contractor will complete and/or correct all of the Work on the Punch List items developed by Owner and/or the Architect within **30 days** from the completion date or liquidated damages shall apply.

LIQUIDATED DAMAGES

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 THA as liquidated damages, the sum of **\$500.00** 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 to THA. The Contractor remains liable for damages caused other than by delay.

MINORITY BUSINESS ENTERPRISE OPPORTUNITY

MBE REQUIREMENTS

Under Executive Orders 11625 and 12432, the Housing Authority, as part of its Affirmative Action Program, provides every feasible opportunity for minority and women business enterprises to participate in bidding for work. In accordance with the Department of HUD regulation, the Authority is required to establish a goal of awarding at least 20 percent (20%) of the dollar value of construction contracts to Minority Business Enterprises or General Contractors with 20% MBE participation. The contractor shall make regular reports as required by the

Housing Authority to demonstrate that this goal is being met.

DEFINITIONS

MBE means a business that is owned or controlled by one or more socially or economically disadvantaged persons. Such persons include African-Americans, Puerto Ricans, Spanish-Speaking Americans, Native Americans, Eskimos, Aleuts, Hasidic Jewish persons, Asian Pacific Americans, and Asian Indians.

Owned or controlled by one or more socially and economically disadvantaged person(s), or a for-profit business or nonprofit organization controlled by such person(s), possess at least 51 percent (51%) of the ownership of the business and its management and daily business operations are controlled by such person(s).

Section 3 business concern means a business concern, defined as:

- (1) That is 51 percent or more owned by section 3 residents; or
- (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
- (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of a section 3 business concerns.

Section 3 resident means:

- (1) A Housing Authority of the City of Tampa public housing resident; or
- (2) An individual who resides within the City of Tampa and who is:
 - i) A *low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to 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; or

- ii) A *very low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean 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.

Section 3 Cause

This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3):

- 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 125.
- 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).
- H. Pursuant to 24 CFR 905.170(b), compliance with Section 3 requirements 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, 25 U.S.C. section 450e(b) when this law is applicable.

INDEMNIFICATION

Contractor agrees to save, indemnify, and hold harmless the Authority, its directors, officer, agents, and employees from any and all claims, losses, and expenses (including reasonable attorney's fees), or liability on account of damage of property or injury to or death of persons accruing or resulting to any and all Contractors. Sub-contractors, material men, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the negligent performance of this Agreement and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the negligent performance of this Agreement.

END OF SPECIAL CONDITIONS

This Page Intentionally Left Blank

Wage Rates

"General Decision Number: FL20200065 01/03/2020

Superseded General Decision Number: FL20190065

State: Florida

Construction Type: Residential

County: Hillsborough County in Florida.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage

of \$10.80 for calendar year 2020 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, 2015.

If this contract is covered by the EO, the contractor must pay

all workers in any classification listed on this wage determination at least \$10.80 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 calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on

the contract does not appear on this wage determination, the

contractor must pay workers in that classification at least the wage rate determined through the conformance process set

forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum

wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts

entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
 0 01/03/2020

ENGI0925-008 06/01/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Crawler Cranes; Truck Cranes; Pile Driver Cranes; Rough Terrain Cranes; and Any Crane not otherwise described below...	\$ 29.61	11.50
Hydraulic Cranes Rated 100 Tons or Above but Less Than 250 Tons; and Lattice Boom Cranes Less Than 150 Tons if not described below.	\$ 30.61	11.50
Lattice Boom Cranes Rated at 150 Tons or Above; Friction Cranes of Any Size; Mobile Tower Cranes or Luffing Boom Cranes of Any Size; Electric Tower Cranes; Hydraulic Cranes Rated at 250 Tons or Above; and Any Crane Equipped with 300 Foot or More of Any Boom Combination.	\$ 31.61	11.50
Oiler.	\$ 22.91	11.50

* IRON0397-004 07/01/2019

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 30.85	16.47

SUFL2009-104 06/08/2009

	Rates	Fringes
BRICKLAYER.	\$ 20.00	0.00
CARPENTER, Includes Drywall Hanging, and Form Work.	\$ 15.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.93	0.00
DRYWALL FINISHER/TAPER.	\$ 18.27	0.00
ELECTRICIAN.	\$ 12.54	0.00
FENCE ERECTOR.	\$ 14.00	0.75
GLAZIER.	\$ 15.88	0.00
INSULATOR: Batt and Blown.	\$ 12.41	0.00
IRONWORKER, ORNAMENTAL.	\$ 15.25	0.00
IRONWORKER, STRUCTURAL.	\$ 14.53	0.00
LABORER: Common or General.	\$ 9.21	0.00
LABORER: Mason Tender - Brick...	\$ 11.51	0.00
LABORER: Mason Tender - Cement/Concrete.	\$ 11.29	0.00
LABORER: Pipelayer.	\$ 15.14	0.00
LABORER: Roof Tearoff.	\$ 9.00	0.00
LABORER: Landscape and		

WAGE RATES

3
Davis Bacon Wage Determination

SECTION 00 73 43

Irrigation.....	\$ 10.41	0.00
OPERATOR: Asphalt Paver.....	\$ 12.40	0.00
OPERATOR: Backhoe Loader Combo.	\$ 17.04	0.00
OPERATOR: Backhoe/Excavator. ...	\$ 15.25	0.00
OPERATOR: Bulldozer.	\$ 12.67	0.00
OPERATOR: Distributor.	\$ 11.41	0.00
OPERATOR: Forklift.	\$ 17.50	0.00
OPERATOR: Grader/Blade.	\$ 14.00	0.00
OPERATOR: Loader.	\$ 11.50	0.00
OPERATOR: Roller.	\$ 10.62	0.00
OPERATOR: Screed.	\$ 10.93	0.00
OPERATOR: Trackhoe.	\$ 14.81	0.00
OPERATOR: Tractor.	\$ 10.20	0.00
PAINTER, Includes Brush, Roller and Spray (Excludes Drywall Finishing/Taping).	\$ 13.59	0.00
PLASTERER.	\$ 13.91	0.00
PLUMBER.	\$ 12.37	0.00
ROOFER, Includes Built Up, Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs).	\$ 15.97	0.00
ROOFER: Metal Roof.	\$ 16.99	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation		

WAGE RATES

(Excludes Metal Roof Installation).	\$ 14.82	0.00
TILE SETTER.	\$ 16.00	0.00
TRUCK DRIVER, Includes Dump Truck.	\$ 10.22	0.00
TRUCK DRIVER: Lowboy Truck. . . .	\$ 12.10	0.00

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

=====
=====

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 www.dol.gov/whd/govcontracts.

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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.

=====
=====

END OF GENERAL DECISION