

PROJECT MANUAL:

EXTERIOR IMPROVEMENTS, PHASE 2

PROJECT:

IL-71-4/GRIGGSVILLE

FOR THE:

***PIKE COUNTY HOUSING AUTHORITY
CHRIS BRUNS, EXECUTIVE DIRECTOR***

UNDER THE:

MODERNIZATION PROGRAM NO. IL01P071-501-23

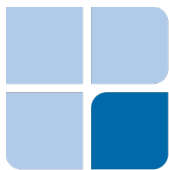
OF THE:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

DOCUMENTS DATE: NOVEMBER 18, 2024

ARCHITECTS PROJECT NO.: 2429

IDPR NO: 184-000255



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PROJECT MANUAL
 EXTERIOR IMPROVEMENTS, PHASE 2
 IL-71-4/GRIGGSVILLE
 PIKE COUNTY, ILLINOIS

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expires 11-30-2024



[Handwritten Signature]

11-18-2024

signature

date

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END TC.

INVITATION FOR BIDS

The Pike County Housing Authority will receive sealed bids for Exterior Improvements, Phase 2 funded under Modernization Program No.s IL01P071-501-23 at Project IL-71-4/Griggsville in Pike County, Illinois. Bids shall be submitted in a single lump sum proposal.

Bids will be received until 2:00 p.m., prevailing time on the 9th day of January 2025, at the office of the Public Housing Authority, (PHA), 838 Mason Street, Barry, IL 62312, at which time and place all bids will be publicly opened and read aloud.

A Pre-Bid Meeting will be held on the 18th day of December 2024, at 10:30 a.m., prevailing time at the PHA Office, 838 Mason Street, Barry, IL 62312. The Pre-Bid Meeting will include a walk-through of Typical Dwelling Units; Bidders are advised that this will be the only time that access to the interior of the dwelling units will be made available.

Proposal forms and contract documents, including plans and specifications, are on file at the office of the Housing Authority and at the office of Eggemeyer Associates Architects, Inc., 3029 South Park Ave./P. O. Box 640, Herrin, Illinois 62948; Phone No.:(618)988-2380; Website: www.eaarchitects.com. Contract documents are also on file at the following plan rooms:

Dodge Data and Analytics
Arlington, TX

Southern Illinois Builders Association
O'Fallon, IL
Marion, IL

Greater Peoria Contractors Plan Room
Peoria, IL

Copies of the documents may be obtained at the office of the Architect by depositing a check with the Architect in the amount of \$75.00 for each set of documents so obtained, made payable to the Pike County Housing Authority. Such deposit will be refunded to each bidder who returns the plans, specifications and other documents in good condition to the Housing Authority or to the Architect within fourteen (14) days after bid opening. Partial sets may be purchased at the cost of photocopying and shipping cost upon completion of a request for partial plans/specifications form and submitting to the Architect. Documents may also be downloaded from the Architect's website for bidding purposes only.

In accordance with Clause No. 9, Bid Guarantee, of the Instructions to Bidders, all bids must be accompanied by a negotiable bid guarantee in the form of a certified check or bank draft, payable to the Pike County Housing Authority, U.S. Government Bonds at par value, or a satisfactory bid bond executed by the Bidder and acceptable sureties in an amount equal to five percent (5%) of the bid. The surety company must be authorized to do business in the state where the project is located and must be acceptable to the Government. If the bid guarantee is not submitted with the bid, the PHA will reject the bid.

Proposals shall be made on unaltered bid forms which are incorporated herein. All blank spaces shall be completed. Proposals shall be signed with name typed below signature. When bidder is a corporation, proposals must be signed with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

The successful bidder will be required to furnish and pay for satisfactory performance and payment bond or bonds or furnish a 20 percent cash escrow or a 25 percent irrevocable letter of credit acceptable to the Housing Authority all in accordance with Clause No. 10, Assurance of Completion, of the Instructions to Bidders.

Attention is called to the provisions for equal employment opportunity and that payment of not less than the minimum salaries and wages as set forth in the Specifications must be paid on this project. Any State rate that exceeds the corresponding Federal rate is inapplicable and shall not be enforced.

Representations, Certifications and Other Statements of Bidders, Form HUD-5369-A shall be submitted with the bid.

Bidders shall carefully examine the documents and construction site to obtain firsthand knowledge of the existing condition. Contractors will not be given extra payments for conditions which can be determined by examining the site and documents.

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

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

Pike County Housing Authority

Date: November 18, 2024

By: Chris Bruns

Title: Executive Director

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

Pike County Housing Authority
Attn: Chris Bruns, Executive Director
838 Mason Street
P.O. Box 123
Barry, Illinois

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

(3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) The IHA [] does [] 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.

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
 - (b) Impair the bidder's objectivity in performing the contract work.
- [] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

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

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

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

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

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

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

SUPPLEMENT TO THE INSTRUCTIONS TO BIDDERS

This Supplement is to be used in conjunction with "Instruction to Bidders for Contracts-Public and Indian Housing Programs", Form HUD-5369, (10/02), and shall take precedence over and modify applicable statements where contained therein and shall become a part of the Bidding Documents.

MODIFY THE FOLLOWING CLAUSES:

CLAUSE 5; LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWAL OF BIDS:

Add the Following Subparagraph (1) to Paragraph 5 (b)

- (1) Modification or withdrawal sent by facsimile of bid already submitted will be considered if received prior to the hour set for opening and written confirmation of such modification or withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for the bid opening.

Expand to include the following paragraph:

- (h) Low Bidder must submit completed Schedule of Subcontractors, Form SS-1, of this specification no later than 24 hours after bid opening.

ADD THE FOLLOWING CLAUSES:

CLAUSE 13; SPECIAL EQUAL OPPORTUNITY PROVISIONS:

- (a) Minority Subcontracts:

A goal has been established of awarding at least 20 percent of the dollar value of the total contract amount to minority business enterprises. Bidders will be required to solicit bids for any subcontracts from available minority contractors and contractor associations (Executive Order 11625), and to provide proof of compliance with this requirement.

CLAUSE 14; SECTION 3 EMPLOYMENT PROVISIONS:

- (a) Residents' Employment:

- (1) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.
- (2) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Part CFR 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- (3) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (4) The Contractor will include Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal Financial assistance, take appropriate action pursuant to the subcontract upon a finding that the

Subcontractor in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR part 75 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- (5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR part 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.
- (6) The Contractor and all subcontractors shall submit a completed "Existing Employee List" which lists all employee workers/employees, whether they are administrative, clerical, or labor, at the time of the signing of the Contract/Subcontract. (Form EEL included in this project manual).

CLAUSE 15; TAXES

- (a) Purchases of building materials for incorporation into the project are exempt from the Illinois Retailer's Occupation or Use Taxes (Sales Taxes). The Bidder shall exclude such taxes from consideration in preparing his bid. Exemption certificate for these taxes will be furnished by the PHA.

CLAUSE 16; DISCLOSURE of LOBBYING ACTIVITIES

- (a) The contract is subject to limitations on payments to influence federal transactions and anti-lobbying activities. Contractor must complete Form HUD 50071 and the SF-LLL and submit to the PHA with the contracts prior to signature of the contracts by the PHA.
- (b) Any subcontractor with a contract value exceeding \$100,000.00 must also complete the forms to the PHA before the PHA will approve the subcontractor.

END SITB.

BID FOR
EXTERIOR IMPROVEMENTS, PHASE 2
PROJECT IL71-4/GRIGGSVILLE
PIKE COUNTY, ILLINOIS

BID FORM

Pike County Housing Authority
838 Mason Street – P.O. Box 123
Barry, Illinois 62312

Gentlemen:

1. The undersigned, having familiarized (himself) (themselves) with the local conditions affecting the cost of the work, and with the Specifications (including Invitation for Bids, Instructions to Bidders, Representations, Certifications, and other Statements of Bidders, Supplement to the Instructions to Bidders, this Bid, the form of Bid Bond, the form of Non-Collusive Affidavit, the form of Contract, the form of Performance and Payment Bond or Bonds, the General Conditions of the Contract for Construction, the Special Conditions, the General Requirements, and the Technical Specifications) and Addenda, if any thereto, as prepared by Eggemeyer Associates Architects, Inc., and on file in the offices of the Housing Authority and the Architect, hereby proposes to furnish all labor, materials, equipment and services required for Exterior Improvements, Phase 2 at Project IL-71-4/Griggsville, Illinois all in accordance therewith, for the BASE BID sum of:

_____ DOLLARS (\$ _____).

2. The following UNIT PRICES are submitted and will apply in the event additions to, or deductions from the work are required and authorized by written order from the Architect to the Contractor for the work.

A. Unit Price A: State the amount for replacement of existing damaged brick at areas directed by the Architect. This is applicable for work beyond that shown on the drawings. \$ _____ per brick

B. Unit Price B: State the amount for repointing of existing brick veneer at areas directed by the Architect. This is applicable for work beyond that shown on the drawings. \$ _____ per sq. ft.

3. The Base Bid is understood to include only those products which are specified in the bidding documents. Following is a list of SUBSTITUTE PRODUCTS which bidder proposes to furnish on this project, with the difference in price being added to or deducted from the Base Bid.

Bidder understands that acceptance of any proposed substitution is at the PHA's option. Approval or rejection of any substitutions listed below will be indicated prior to executing the Contract.

<u>Manufacturer's Name and Product</u>	<u>Add</u>	<u>Deduct</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. The bidder acknowledges receipt of the following ADDENDA:

No. _____, Dated _____ . No. _____, Dated _____ .

No. _____, Dated _____ . No. _____, Dated _____ .

5. If awarded the contract for work on the project, Bidder agrees to perform all of the work, and be substantially completed, within ninety (90) consecutive calendar days from the date stated in the Notice to Proceed. The Notice to Proceed will be issued within sixty (60) calendar days from the Contract Award.

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

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

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

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

Date _____, 20__.

(Name of Bidder)

Official Address:

By _____

Print Name _____

Title _____

Phone: _____

(SEALED - If Bid by Corporation)

(State of Incorporation _____)

(SIGN ORIGINAL ONLY)

BID BOND

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

(name of Principal)

as PRINCIPAL, and

_____, as Surety
(name of Surety)

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 20____, for Exterior Improvements, Phase 2 at Project IL-71-4/Griggsville in Pike County, Illinois.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the PHA in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the PHA the difference between the amount specified in said bid and the amount for which the PHA 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-bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

_____	_____ (SEAL)
	(Individual Principal)
_____	_____
	(Business Address)
_____	_____ (SEAL)
	(Individual Principal)
_____	_____
	(Business Address)

Attest:

_____	_____
	(Corporate Principal)

	(Business Address)

Affix

Corporate Seal

By _____

Attest:

_____	_____
	(Corporate Surety)

Affix

Corporate Seal

By _____

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of the corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know this signature, and 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)

FORM OF NON-COLLUSIVE AFFIDAVIT

A F F I D A V I T

State of _____)ss.
County of _____)

_____, being
first duly sworn, deposes and says:

That he is _____
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid for Exterior Improvements, Phase 2 at Project 71-4/Griggsville in Pike County, Illinois, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Pike County Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

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

Subscribed and sworn to before me
this _____ day of _____, 20__.

Notary

SCHEDULE OF SUBCONTRACTORS

The following list constitutes the complete list of Subcontractors to be used in executing the construction project. The Bidder understands that no deviation from those businesses listed below after signing the contract is allowed without the written approval from the Architect. If no Subcontractor is to be used, indicate with "not applicable". This form must be submitted no later than 24 hours after bid opening. Indicate whether the proposed subcontractor is a Section 3 Business.

<u>Trade Description</u>	<u>Subcontractor</u>	<u>Address</u>	<u>Section 3 Business</u>
MASONRY _____			<input type="checkbox"/> Y <input type="checkbox"/> N
OTHER: _____			<input type="checkbox"/> Y <input type="checkbox"/> N
_____			<input type="checkbox"/> Y <input type="checkbox"/> N
_____			<input type="checkbox"/> Y <input type="checkbox"/> N
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_____			<input type="checkbox"/> Y <input type="checkbox"/> N
_____			<input type="checkbox"/> Y <input type="checkbox"/> N

EXISTING EMPLOYEE LIST

- A. PROJECT NAME AND LOCATION: _____
- B. CONTRACTOR: _____
- C. DATE: _____

EMPLOYEE NAME/ADDRESS	SOCIAL SECURITY NUMBER (LAST 4 DIGITS ONLY)	JOB CATEGORY/TRADE

Please complete this form by providing a list of all current employees employed by your company. Be advised that anyone not listed on this submission is presumed to be a "NEW HIRE" on this project for the purpose of Section 3 requirements. NOTE: If you need additional space, please reproduce or copy and attach to the original.

FORM OF CONTRACT

THIS AGREEMENT made this _____ day of _____, in the year Two Thousand _____ by _____ and _____ between a corporation organized and existing under the laws of the State of _____ a [partnership consisting of _____ or individual trading] as

[CONTRACTOR NAME AND ADDRESS.....]

hereinafter called the 'Contractor' and

[PHA NAME AND ADDRESS.....]

hereinafter called the "PHA"

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

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for [PROJECT NAME.....] at Project [PROJECT NUMBER AND LOCATION] in strict accordance with the Specifications, Addenda thereto numbered _____ and dated _____ and _____, and Drawings referred to therein, all as prepared by Eggemeyer Associates Architects, Inc., which said Specification, Addenda and Drawings are incorporated herein by reference made a part hereof.

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

ARTICLE 3. Non-Discrimination. "During the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

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

"(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Contracting Agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

ARTICLE 4. Resident Employment (Section 3). "During the performance of this contract, the Contractor agrees as follows:

"(1) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

"(2) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Part CFR 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

"(3) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

"(4) The Contractor will include Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal Financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR part 75 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

“(5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR part 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

“(6) 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 person other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Subcontractor's obligations under 24 CFP part 75.

“(7) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

“(8) With respect to work performed in connection with Section 3 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 subcontractors 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 derogations compliance with Section 7(b).

ARTICLE 5. Interest by Members of Local Authority and Governing Body. No member, officer, or employee of the Local Authority, 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 Local Authority was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

ARTICLE 6. Contract Documents. The contract shall consist of the following component parts:

- a. This Instrument
- b. The following documents which are included in the Project Manual;
 - i. General Conditions of the Contract for Construction, Form HUD-5370 (11/2023)
 - ii. Special Conditions
 - iii. General Requirements, Division 01
 - iv. Technical Specifications
- c. Drawings
- d. Addenda

This instrument, together with the other documents enumerated in this Article 6, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 6 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

ARTICLE 7. Contract Time. The Contractor shall complete all the work required by the Contract within xxxx (xx) consecutive calendar days from the starting date indicated on the Notice to Proceed.

ARTICLE 8. Employee Verification (E-Verify). All Contractors who perform work under this contract shall register and complete employee verification with USCIS E-Verify System to verify that all of the Contractor's new hires, and all employees (existing and new) directly performing work under federal contracts, are authorized to work in the United States. Contractor must complete the verification within 30 calendar days of contract award and provide proof to the PHA. Contractors may find information and links to register at www.uscis.gov.

FORM OF CONTRACT

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

Attest:

(Contractor)

By _____

Title _____

Business Address:

Attest:

[Housing Authority Name]

By _____

[Name.....]

Title _____

Business Address:

CERTIFICATION

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

(Corporate)
(Seal)

(Print or type names under all signatures.)

FORM OF PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____ as
Principal, hereinafter called Contractor, and,

_____ as Surety,
hereinafter called Surety, are held and firmly bound unto the [PHA NAME AND ADDRESS] as Obligee, hereinafter
called the PHA, in the amount of _____ Dollars,
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 20____, entered into a contract
with the PHA for [PROJECT TITLE] at Project [PROJECT LOCATION], in accordance with Drawings and
Specifications prepared by Eggemeyer Associates Architects, Inc., 3029 South Park Ave./P. O. Box 640, Herrin, Illinois
62948, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

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

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

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

FORM OF PERFORMANCE AND PAYMENT BONDS

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

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contractor.
2. The above named Principal and Surety hereby jointly and severally agree with the PHA that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgement for such sum or sums as may be justly due claimant, and have execution thereon. The PHA shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the PHA or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail; postage prepaid; in an envelope addressed to the Principal, the PHA or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

FORM OF PERFORMANCE AND PAYMENT BONDS

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 20____,

(Witness)

(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

(Title)

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of the corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know this signature, and 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)

(Print or type names under all signatures.)

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. 11/30/2023)

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

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. 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, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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1. Definitions

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

3. Architect's Duties, Responsibilities, and Authority

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

2. Contractor's Responsibility for Work

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

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

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

6. Construction Progress Schedule

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

7. Site Investigation and Conditions Affecting the Work

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

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

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

8. Differing Site Conditions

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

9. Specifications and Drawings for Construction

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

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

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

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

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

10. As-Built Drawings

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

11. Material and Workmanship

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

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

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

12. Permits and Codes

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

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

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

13. Health, Safety, and Accident Prevention

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

14. Temporary Heating

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

15. Availability and Use of Utility Services

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

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

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

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

17. Temporary Buildings and Transportation of Materials

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

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

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

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

21. Use and Possession Prior to Completion

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

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

22. Warranty of Title

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

23. Warranty of Construction

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

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

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

The Contractor shall complete all work required on this contract within _____ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

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

27. Payments

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

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

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

Name:

Title:

Date:

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

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

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

28. Contract Modifications

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

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

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

29. Changes

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

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

30. Suspension of Work

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

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

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

31. Disputes

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

32. Default

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

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

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

33. Liquidated Damages

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

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

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

34. Termination for Convenience

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

35. Assignment of Contract

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

36. Insurance

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

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

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

37. Subcontracts

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

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

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

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

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

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

39. Equal Employment Opportunity

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

- (a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.
- (b) The Contractor/Seller 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, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading, 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/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

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

(e) The Contractor/Seller 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/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor/Seller 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/Seller 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 that the Contractor/Seller is in non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such 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 75, 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 75 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 75, 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 75. 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 75.

(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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

(f) Noncompliance with HUD's regulations in 24 CFR Part 75 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

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SPECIAL CONDITIONS

1. AMENDMENTS TO THE GENERAL CONDITIONS

The following Amendments modify, change, delete from or add to the General Conditions of the Contract for Construction, Form HUD-5370 (01/2014). Where any Clause or any Subparagraph thereof is modified or deleted by these supplements, the unaltered provisions of that Clause, Paragraph or Subparagraph shall remain in effect.

CLAUSE 2; CONTRACTOR'S RESPONSIBILITY FOR WORK

Expand Paragraph 2 (c) as follows:

- (c) The General Contractor shall provide full time supervision of the project by providing a superintendent acceptable to the PHA. The use of a trade foreman or a "working superintendent" is acceptable. Supervision must be provided when any work is going on at the projects (except during abatement activities). Provide to the PHA for a approval the resume for the proposed superintendent prior to the Preconstruction Meeting.

CLAUSE 7; SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

Expand to include the following paragraphs:

- (c) Bidders shall carefully check the drawings and compare with existing conditions to ascertain the full amount of work involved. The Contractor will be required to execute all labor and provide all material to carry out all the work required to obtain the results as indicated on the drawings and in the specifications, whether each and every item is mentioned or not. No additional compensation will be allowed for such work or materials not shown on the drawings and/or specified, but which are required to obtain the above mentioned results.
- (d) The Contractor shall accept the premises as he finds them upon the signing of the contract. He shall completely remove the existing work so indicated on the drawings, and/or as specified and as may be required to permit the proper installation of new work. All debris and demolished materials resultant from removal shall be legally disposed of by EPA approved methods.

CLAUSE 9; SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION

Add the following paragraph:

- (j) See Section 01 33 23 of Division 1, General Requirements for project specific requirements related to shop drawings and samples.

CLAUSE 12; PERMITS AND CODES

Add the following paragraph:

- (c) Contractor shall provide copies of all permits prior to the issue of the Notice to Proceed.

CLAUSE 14; HEATING

This clause is not applicable to this project.

CLAUSE 15; AVAILABILITY AND USE OF UTILITY SERVICES

Expand to include the following paragraphs as follows:

- (c) Sanitary Arrangements: The Contractor shall provide adequate sized watertight temporary toilet facilities at the site as required. These temporary toilet facilities shall conform to EPA requirements and all local ordinances and regulations. They shall be maintained clean and sanitary at all times and shall be at locations approved by the PHA. Upon project completion, the Respective Contractor shall remove all temporary facilities from the site(s) and remove all evidence of same.

- (d) Water Service & Supply: The Contractor will furnish and install any necessary connections, valves, extensions, etc. for temporary water service. Water is available at the project site and cost of water for construction purposes shall be borne by the PHA. If, in the Architect's opinion, an unusual or excessive amount of water is used due to negligence or through leakage created by construction, the Contractor shall be backcharged accordingly.
- (e) Electrical: The Contractor shall provide all necessary power sources for equipment, etc. as required. Power sources shall be from the utility or by portable generators. Contractors will not be allowed to use power from units.
- (g) Dumpsters and Containers: The Contractor shall provide appropriate trash and rubbish containers as necessary to properly contain and safely store all rubbish from his activities. Stockpiling of removed material will not be allowed. All rubbish must be removed from the site or properly contained at the end of each work day, including removed site construction.

CLAUSE 17; TEMPORARY BUILDINGS AND TRANSPORTATION OF MATERIALS

Add the following paragraph:

- (c) Each Contractor shall make all necessary arrangements with the PHA regarding parking of storage vehicles, on-site stockpiling of materials and parking for workmen. The Contractor will be responsible for security and for restoring disturbed lawn areas and paving to original (or better) condition if disturbed by his operation.
- (d) The Contractor shall be responsible for providing field office facilities (if needed). The use of a vacant dwelling unit as a temporary office will not be permitted.

CLAUSE 20; INSPECTION AND ACCEPTANCE OF CONSTRUCTION

Expand Paragraph 20 (j) to include the following subparagraph:

- (1) Upon notification by the Contractor to the PHA of accomplishment of substantial completion, the PHA will arrange with the Architect to perform a Substantial Completion Inspection. The cost for the initial inspection and first review of the punch list shall be borne by the PHA. All subsequent inspections by the Architect necessary to verify completion of **ALL** work items shall be charged to the Contractor at the cost of \$700.00 per trip.

CLAUSE 25; CONTRACT PERIOD

Replace Clause 25 with the following paragraphs:

- (a) The work shall be commenced at the time stipulated in the Notice to Proceed to the Contractor and shall be substantially completed within Ninety (90) consecutive Calendar days thereafter. The Notice to Proceed will be issued within sixty (60) calendar days from the Contract Award.
 - (1) After completion of the Substantial Completion Inspection by the Architect, the Contractor shall complete or correct **ALL** items listed on Substantial Completion Inspection report within fourteen (14) calendar days from the date of the Substantial Completion Inspection.

CLAUSE 27; PAYMENTS

Expand Paragraph 27(j) to include the following subparagraph:

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

CLAUSE 29; CHANGES

Replace Paragraph 29 (f) with the following:

- (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, on the Contract Modification Request Form (CMR) provided by the Architect and included in the Project Manual:
- (1) Direct Costs.
 - (aa) Materials (list individual items, quantity and unit costs, and subtotal)
 - (bb) Transportation and delivery costs associated with materials;
 - (cc) Labor breakdowns by hours for each trade involved with specific work to be performed. Labor costs shall be submitted on the Labor Cost Breakdown Form (LCB) provided by the Architect and included in the Project Manual;
 - (dd) Purchased or rented equipment cost exclusively necessary for the change;
 - (2) Indirect Costs. Indirect costs (overhead) may include general and administrative expenses, supervision, liability, insurance, and fringe benefits not normally treated as direct costs.
 - (3) The allowable overhead shall be determined in accordance with the Contract Cost Principle and Procedures in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31) in effect on the date of this contract. The percentages for overhead and profit may be negotiated and may vary according to the nature, extent and complexity of the work involved, but in no case shall exceed the following unless the Contractor demonstrates entitlement to a higher percentage:
 - (aa) Contractors and subcontractors may add up to a total of 20% for overhead and profit only to the direct costs of the work performed by their firm. A minimum fee for overhead and profit of \$100.00 is allowed on work performed by their firm.
 - (bb) The Contractor or subcontractor may add 10%, or a minimum fee of \$50.00, to the cost of work performed by all lower tier subcontractors.
 - (cc) No contractor is allowed a profit on the profit received by any subcontractor.
 - (4) 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.

CLAUSE 33; LIQUIDATED DAMAGES

Expand the fourth line of Paragraph (a) to include the following amounts for liquidated damages:

"the sum of \$100.00 for each calendar day the work is not completed within the time established in Clause 25 (a)".

CLAUSE 36; INSURANCE

Expand Paragraph 36(a) as follows:

Include the PHA and the Architect as named additional insureds for contingent liability on all liability insurance policies required to be purchased under provisions of these Contract Documents. Each Contractor shall indemnify and hold harmless the Housing Authority and its employees and the Architect from and against all claims for personal injury or property damage, including claims against the Housing Authority, its agents or employees, for all losses and expenses, including attorneys fees that may be incurred by the

Housing Authority and or any of its agents defending such claims, arising out of or resulting from the performance of the work and caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under Workers Compensation Acts, Disability Acts, or their Employee Benefit Acts. Each Contractor shall provide the Housing Authority a Certificate of Insurance listing the Housing Authority as "Certificate Holder".

Replace Paragraphs 36(a)(2) and 36(a)(3) with the following:

- (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.
- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$500,000.00 per occurrence.

Expand Paragraph 36(b) as follows:

The Contractor shall carry Renovation Builder's Risk Insurance or Installation Floater for all work in place and/or materials stored at sites for the amount of his contract.

Replace the last sentence of Paragraph 36 (c) with the following:

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, except for non-payment of premiums which shall be not less than 10 day prior written notice.

CLAUSE 46; LABOR STANDARDS-DAVIS-BACON AND RELATED ACTS

Add the following Subparagraph (5) to Paragraph 46(a):

- (5) Schedules of the minimum rates of pay applicable to the Contract are included in the Project Manual. General Wage Decision No. IL20240023 pages numbered 1 through 10 is applicable to all work. Any state rate that exceeds the corresponding federal rate is inapplicable and shall not be enforced.

ADD THE FOLLOWING CLAUSES

CLAUSE 49; COMMUNICATIONS

- a. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
 1. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract or at such other office as he may from time to time designate in writing to the PHA or deposited in the United States mail in a sealed, postage-prepaid envelope, or if delivered with charges prepaid in any telegraph company for transmission, in each case addressed to such office.
 2. All papers required to be delivered to the PHA or Architect shall, unless otherwise specified in writing to the Contractor be delivered to the Architect at P. O. Box 640, Herrin, Illinois 62948, and any notice to or demand upon the PHA or Architect shall be sufficiently given if so delivered, or deposited in the United States mail in a sealed, postage prepaid envelope, or

delivered with charges prepaid to any telegraph company for transmission to said Architect at such address, or to such other representatives of the PHA or to such other address as the PHA may subsequently specify in writing to the Contractor for such purpose.

3. Any such notice shall be deemed to have been given as of the time of actual delivery; or, in the case of mailing, when the same should have been received in due course of post; or, in the case of telegrams, at the time of actual receipt.

CLAUSE 50; DISCLOSURE of LOBBYING ACTIVITIES

- (a) The contract is subject to limitations on payments to influence federal transactions and anti-lobbying activities. Contractor must complete Form HUD 50071 and the SF-LLL and submit to the PHA with the contracts prior to signature of the contracts by the PHA.
- (b) Any subcontractor with a contract value exceeding \$100,000.00 must also complete the forms to the PHA before the PHA will approve the subcontractor.

3. SCHEDULE OF DRAWINGS (Dated November 18, 2024)

<u>Drawing No.</u>	<u>Title</u>
G-1	COVER SHEET
C-1	KEY SITE PLANS, NOTES, DOOR SCHEDULE, AND LEGEND OF SYMBOLS
A-1	EXTERIOR ELEVATIONS, NOTES, AND SCHEDULE
A-2	EXTERIOR ELEVATIONS
A-3	PICTURES AND NOTES
A-4	SIDING DETAILS
A-5	DOOR DETAILS

END SPC

CONTRACT MODIFICATION REQUEST #

PHA: _____

MOD PROGRAM #

**CONTRACTOR:
CONTRACT:
PROJECT NO'S.:**

ITEM # _____

SUPPORTING COST DATA

(ADDITION) (DELETION)

GENERAL DESCRIPTION:

MATERIALS:

<u>Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Subtotal</u>
--------------------	----------------------------	-----------------	------------------	-----------------

TOTAL MATERIALS - \$

LABOR:

<u>Classification</u>	<u>Man-hours</u>	<u>Rate</u>	<u>Subtotal</u>
-----------------------	------------------	-------------	-----------------

TOTAL LABOR - \$

Sub-contractor Cost	\$
Overhead @ _____%	
Profit @ _____%	
Sub-contractor Total Cost	\$

Contractor Cost	\$
Overhead @ _____%	
Profit @ _____%	
Bonds @ _____%	

TOTAL COST	\$
-------------------	-----------

NOTE: Complete this form for each individual trade item which changes the dollar amount of the contract as a part of this proposed change order.

CONTRACT MODIFICATION – LABOR COST BREAKDOWN

Housing Authority: _____

Project Name: _____

Project No.: _____ Mod. Program No. _____

Contractor: _____

Subcontractor(s): _____

Cost Per Hour	Trade Journeymen		Foremen		Trade Journeymen		Foremen	
	Journeymen	Foremen	Journeymen	Foremen	Journeymen	Foremen	Journeymen	Foremen
a. Base wages (taxable)								
b. Fringes								
c. Union dues (if applicable)								
d. FICA (___ % of a.)								
e. Fed. unemp (___ % of a.)								
f. IL unemp (___ % of a.)								
g. Wrkmmn's Comp (___ % of a.)								
h.								
i.								
j. Total Labor Cost/Hour								

This form shall be completed for all trades applicable to the modification and submitted with initial contract modification or the first modification which affects the trade. A breakdown of your overhead cost shall be submitted to establish a percentage for mark-up on the net cost.

Superseded General Decision Number: IL20230023

State: Illinois

Construction Type: Residential

Counties: Adams, Brown, Calhoun, Cass, De Witt, Fulton, Greene, Hancock, Henderson, Knox, Logan, Mason, McDonough, Mercer, Morgan, Piatt, Pike, Schuyler, Scott and Warren Counties in Illinois.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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

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

Modification Number	Publication Date
0	01/05/2024
1	03/15/2024
2	05/24/2024
3	06/21/2024
4	07/12/2024
5	07/19/2024
6	08/02/2024

CARP0004-015 07/01/2022

HENDERSON and MERCER COUNTIES

	Rates	Fringes
CARPENTER (excluding drywall hanging and including batt insulation)		
Rate A: Multi-Unit building/structure containing more than 8 units used exclusively as individual residences.....	\$ 29.60	20.42
Rate B: Single family home, duplex, and multi-unit building up to and including 8 units, such as rowhouse, townhouse, and condominium.....	\$ 21.50	13.88

 CARP0237-007 05/15/2020

FULTON AND MASON COUNTIES

	Rates	Fringes
Carpenters: (Excluding Drywall Hanging and including Batt Insulation).....	\$ 30.22	29.10

 CARP0237-014 05/15/2020

KNOX COUNTY

	Rates	Fringes
CARPENTER (Excluding Drywall Hanging and including Batt Insulation).....	\$ 30.22	29.10

 CARP0237-019 05/15/2020

DE WITT COUNTY

	Rates	Fringes
CARPENTER (Excluding Drywall Hanging and including Batt Insulation).....	\$ 30.21	29.10

 CARP0270-008 05/15/2020

ADAMS COUNTY

	Rates	Fringes
CARPENTER (Excluding Drywall Hanging and including Batt Insulation).....	\$ 30.73	28.60

CARP0270-019 05/01/2017		

PIATT COUNTY

	Rates	Fringes
CARPENTER, Includes Batt Insulation (excluding drywall hanging).....	\$ 28.25	25.99

CARP0270-025 05/15/2020		

BROWN, CASS, GREENE, MORGAN, PIKE, SCHUYLER (Except area lying North of State HWY #101 to US HWY 67 South of US HWY #67 1 1/4 mile from this point to the Southwest corner of Fulton County), and SCOTT (North of Route 54) COUNTIES

	Rates	Fringes
CARPENTER, Includes Batt Insulation (excluding drywall hanging).....	\$ 30.02	28.60

CARP0270-027 05/01/2017		

HANCOCK COUNTY (Eastern 1/3) and SCHUYLER COUNTY (North of Illinois HWY #101 to U.S. HWY# 67, South of U.S. HWY #67 1/4 mi. from this point to the Southwest corner of Fulton County)

	Rates	Fringes
CARPENTER (Excluding Drywall Hanging and including Batt Insulation).....	\$ 28.95	25.99

CARP0270-028 05/01/2017		

LOGAN COUNTY

	Rates	Fringes
CARPENTER (Excluding Drywall Hanging and including Batt Insulation).....	\$ 28.92	25.99

CARP0270-029 05/01/2017		

WARREN COUNTY

	Rates	Fringes
CARPENTER (Excluding Drywall Hanging and including Batt Insulation).....	\$ 28.95	25.99

CARP1111-001 05/01/2021		

CALHOUN COUNTY

	Rates	Fringes
Carpenter/Lather		
Projects of housing units, not to exceed four (4) stories, that are three (3) or more buildings. Housing units shall include single family dwelling, duplexes, apartment buildings, and condominiums.....	\$ 31.55	18.90
Carpet Installer (Carpet, Linoleum, Hardwood, and Tile Layer).....	\$ 36.08	18.90

ELEC0034-008 01/01/2020

GALESBURG DIVISION - FULTON (Cass, Deerfield, Ellisville, Harris, Lee, Union, Young, & Hickory TWPS), HENDERSON, KNOX, MCDONOUGH, (Blandinsville, Prairie City, Emmet, Tennessee, Scotland, Sciota, Bushnell, Chalmers TWPS), MERCER (Ohio Grove, Suez, & North Henderson TWPS) and WARREN COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 17.36	14.27

ELEC0034-009 01/01/2023

RESIDENTIAL

QUINCY DIVISION - ADAMS, BROWN, HANCOCK, MCDONOUGH (Lamoine, Bethel, Industry, and Eldorado) PIKE, and SCHUYLER COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 18.26	14.90

ELEC0034-010 01/01/2023

RESIDENTIAL

PEORIA DIVISION - FULTON (Except Cass, Deerfield, Ellisville, Harris, Lee, Union, Young, and Hickory TWPS) and MASON (Except Lynchburg, Bath, Kilbourne, Crane Creek, Mason City & Salt Creek Twps) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 24.58	15.99

ELEC0145-010 08/28/2023

MERCER COUNTY (Except Ohio Grove, North Henderson, and Suez)

	Rates	Fringes
ELECTRICIAN.....	\$ 19.60	16.31

ELEC0193-006 06/01/2024

CASS, LOGAN, MASON (Lynchburg, Bath, Kilbourne, Crane Creek, Mason City & Salt Creek Twps), MORGAN & SCOTT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 23.37	3.5%+14.75

ELEC0601-005 06/01/2023

DE WITT AND PIATT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 24.69	13.75

ELEC0649-004 09/01/2023

CALHOUN AND GREENE COUNTIES

	Rates	Fringes
ELECTRICIAN Up to and including a six family apartment building, but excluding multi-building apartment complexes or apartment buildings that have commercial stores or professional quarters in conjunction with commercial ventures such as nursing homes, motels, inc.....	\$ 30.49	8.58

LAB00084-002 08/01/1997

GREENE COUNTY (Roadhouse)

	Rates	Fringes
LABORER: Landscape.....	\$ 24.50	1.90

LAB00231-003 05/01/2019

FULTON COUNTY

	Rates	Fringes
Landscape Laborer.....	\$ 23.20	26.05

LAB00231-006 05/01/2014

HANCOCK AND MCDONOUGH COUNTIES

	Rates	Fringes
Landscape Laborer.....	\$ 26.04	20.75

LAB00231-008 05/01/2014

ADAMS COUNTY

	Rates	Fringes
Landscape Laborer.....	\$ 21.06	20.18

LAB00253-003 05/01/2004

BROWN, CASS, MASON, MORGAN, PIKE, SCHUYLER, AND SCOTT COUNTIES

	Rates	Fringes
Landscape Laborer.....	\$ 20.49	9.85

LAB00309-007 05/01/2020

MERCER COUNTY

	Rates	Fringes
Landscape Laborer.....	\$ 24.90	21.62

LAB00538-003 05/01/2021

HENDERSON, KNOX, and WARREN COUNTIES

	Rates	Fringes
Landscape Laborer.....	\$ 31.15	26.70

LAB00573-002 05/01/2004

PIATT COUNTY (South Half)

	Rates	Fringes
Landscape Laborer.....	\$ 21.20	10.35

LAB00703-005 05/01/2024

DE WITT AND PIATT (North of a line drawn East to West through the City limits of Ivesdale) COUNTIES

	Rates	Fringes
Landscape Laborer.....	\$ 33.82	28.44

SHEE0001-004 05/01/2024

FULTON COUNTY

	Rates	Fringes
Sheet Metal Worker (Excluding HVAC Duct).....	\$ 28.18	33.06

SHEE0091-004 06/01/2024

KNOX, MCDONOUGH, MERCER AND WARREN COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Excluding HVAC Duct).....	\$ 41.47	25.26

SHEE0091-007 06/01/2023

ADAMS, CALHOUN, HANCOCK, HENDERSON AND PIKE COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Excluding HVAC Duct).....	\$ 33.95	23.58

SHEE0218-005 06/01/2022

BROWN, CASS, LOGAN, MASON, MORGAN, SCHUYLER, AND SCOTT COUNTIES

	Rates	Fringes
Sheet Metal Worker (Excluding HVAC duct work).....	\$ 26.73	26.48

SHEE0218-006 06/01/2007

PIATT COUNTY

	Rates	Fringes
Sheet Metal Worker (Excluding HVAC duct work).....	\$ 21.00	10.19

* SHEE0268-004 07/01/2024

GREENE COUNTY

	Rates	Fringes
Sheet Metal Worker.....	\$ 32.78	16.89

* SUIL1995-001 04/04/1995

	Rates	Fringes
BRICKLAYER.....	\$ 12.00 **	
Laborer, Unskilled.....	\$ 14.96 **	2.58
PLUMBER (Excluding HVAC work)....	\$ 17.42	6.60

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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

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

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

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END OF GENERAL DECISION"

PART 1 GENERAL

1.1 DESCRIPTION OF WORK

- A. The scope of work consists of Exterior Improvements, Phase 2 at Project IL-71-4/Griggsville in Pike County, Illinois funded through Modernization Program No. IL01P071-501-23. The scope of work essentially includes the following work and shall be bid under one lump sum contract.
 - 1. Base Bid:
 - a. IL-71-4/Griggsville:
 - 1) Remove and replace damaged brick veneer. Tuckpoint damaged or deteriorated mortar joints. Replace siding, gutters, downspouts, soffit, and fascia covers. Install gutter guards on all new guttering. Remove all remaining brick wing walls at rear of buildings. Install new color coated cladding trim. Remove and replace designated front and rear entrance doors and storm doors.

1.2 EXISTING CONDITIONS

- A. Protection of Existing Surfaces: It shall be the responsibility of the Contractor to protect the existing building exteriors, including paving, walks and landscaping and the building interiors from damage during work under this contract. Provide temporary protection as required and replace damaged items or surfaces at no cost to the PHA.
- B. Comparison of Drawings with Existing Conditions and Measurements: Bidders shall carefully check the drawings and compare with existing conditions to ascertain the full amount of work involved. The Contractor will be required to obtain the results as indicated on the drawings and in the specifications, whether each and every item is mentioned or not. No additional compensation will be allowed for such work or materials as are not shown on the drawings and/or specified, but which are required to obtain the above mentioned results.

1.3 SITE RESTRICTIONS

- A. The Owner has adopted a strictly enforced No Smoking or Vaping policy that will be in affect at the site throughout the duration of the project.
- B. See Section 01 32 00 for additional site requirements and phasing of work requirements.

1.4 OCCUPANCY OF THE BUILDINGS

- A. The units will be occupied during the entire execution of the work; coordinate with PHA for the scheduling of work. Precaution should be taken to protect the Tenant's Belongings (Furniture, Appliances, Pictures, Etc.).
 - 1. All openings shall be useable, secured and weather tight at the end of each day.
 - 2. All exit doors shall be available to tenants in case of emergency.
- B. The Contractor shall make all arrangements and preform his work so as to minimize the disturbance of the occupants or operation of the other buildings on the sites. Provide all necessary safety enclosures barricades and fences for work areas, equipment, hoists, etc.

1.5 POLLUTION CONTROL AND REMOVALS

- A. Implement pollution control methods during removal operations; all removed materials not designated for reinstallation shall be disposed of off-site by EPA approved methods.

END OF SECTION 01 11 00

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDE

- A. Unit price means a fixed price, including all overhead, profit and all other costs of whatever nature and character for a specified unit of work. Unit prices as such will not be used to determine the lowest responsible bidder. The PHA may reject or negotiate any unit prices, which it considers excessive or unreasonable.

1.2 RELATED REQUIREMENTS

- A. Specified Elsewhere:
 - 1. Bid Form.
 - 2. 04 52 50 - Masonry Restoration and Cleaning.

PART 2 DESCRIPTION OF UNIT PRICE

- 2.1 Unit Price A: State the amount for replacement of existing damaged brick at areas directed by the Architect. This is applicable for work beyond that shown on the drawings. Provide cost per brick.
- 2.2 Unit Price B: State the amount for repointing of existing brick veneer at areas directed by the Architect. This is applicable for work beyond that shown on the drawings. Provide cost per square foot

END OF SECTION 01 22 00

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDE

- A. Contractor base all bids on providing all products as specified.
 - 1. For products specified only by reference or performance standards, select any product which meets or exceeds standards, by any manufacturers, subject to the Architect's approval.
 - 2. For products specified by naming several products or manufacturers, select any product and manufacturer named.
 - a. When only one product and manufacturer is specified, Contractor may propose a substitution or option as hereinafter set forth.

1.2 RELATED REQUIREMENTS

- A. Specified Elsewhere:
 - 1. Proposal Form - Proposed Product Substitution List.
 - 2. 01 33 23 - Shop Drawings, Project Data & Samples.
 - 3. Respective Specification Sections.

1.3 SUBSTITUTIONS, BIDDER/CONTRACTOR OPTIONS

- A. PRIOR TO BID OPENING: The Architect will consider written requests to amend the bidding documents to all products not specified provided such requests are received at least ten (10) calendar days prior to bid opening date. Requests received after that time will not be considered. When a request is approved, the Architect will issue an appropriate addendum not less than seven (7) calendar days prior to bid opening date.
- B. WITH BID: A Bidder may propose substitutions with his bid by completing the Proposed Product Substitution List in the Proposal Form, subject to the provisions stated thereon. Architect will review Proposed Product Substitution List of low bidder and recommend approval or rejection by the Owner prior to award of Contract.
- C. AFTER AWARD OF CONTRACT:
 - 1. After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified, under the following conditions:
 - 2. The request is accompanied by complete data on the proposed substitution substantiating compliance with the Contract Documents including product identification and description, performance and test data, references and samples where applicable, and an itemized comparison of the proposed substitution, with the products specified or named by Addenda, with data relating to Contract time schedule, design and artistic effect where applicable, and its relationship to any separate contracts.

1.4 SUBSTITUTION REQUIREMENTS

- A. Submit three (3) copies of each request including all data and samples, if applicable.
- B. Substitutions will not be considered if:
 - 1. They are indicated or implied on shop drawing submissions without the formal request required in Para. 1.3 above; or
 - 2. For their implementation they require a substantial revision of the Contract Documents in order to accommodate their use.

END OF SECTION 01 25 00

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDE

- A. General contractor shall prepare and maintain a detailed project schedule as described below. The project schedule includes logic diagrams, tables or computer printouts, and management reports. Contractor to provide schedule information for his own work.
- B. Sub-contractors shall provide schedule and work progress information to the General contractor for inclusion in the project schedule. Sub-contractors shall approve the project schedule prior to submission to Owner.
- C. The project schedule shall be the contractors' working schedule and used to execute the work, record and report actual progress. It shall show how the contractors plan to complete the work within the contract time and meet any contractually specified intermediate milestone dates.

1.2 RELATED REQUIREMENTS

- A. Specified Elsewhere:
 - 1. 01 11 00 - Project Summary
 - 2. 01 31 10 - Project Meetings
 - 3. 01 33 23 - Shop Drawings, Product Data and Samples
 - 4. 01 37 00 - Schedule of Values

1.3 FORM OF SCHEDULE

- A. The project schedule shall be in the form of an activity oriented network diagram (Critical Path Method). Precedence format is not acceptable. The schedule shall be mathematically analyzed initially and at every update or revision and a tabulation for each activity shall include:
 - Preceding and following events by number.
 - Activity description and duration.
 - Earliest start and finish calendar dates for each activity.
 - Latest start and finish calendar dates.
 - Actual start and finish calendar dates
 - Total float in work days.
- B. Phasing of The Construction Work: The schedule shall provide sufficient detail and clarity so that the contractors can plan and control the work and the Owner and the A/E can readily monitor and follow the progress of all portions of the work. The critical activities must be clearly shown. The degree of detail must be satisfactory to the A/E and the Owner.

1.4 CONTENTS OF SCHEDULE

- A. The schedule must be inclusive of all installation tasks of the work.
 - 1. Include critical times and dates for work to be performed under separate contract or by Owner's workforce.
- B. Submittal and approval of shop drawings and material samples as well as delivery dates of major equipment shall be included in the project schedule.
- C. Activities duration shall be in whole working days and may not exceed fifteen (15) working days, except for non-construction activities such as procurement and delivery of materials and equipment.

1.5 UPDATING

- A. The project schedule shall be updated monthly. All contractors, subcontractors, and major suppliers with work remaining shall attend the update meetings.
- B. Actual activity completion dates shall be reported and recorded on the schedule.
- C. Progress on uncompleted activities shall be reported.
- D. Projected completion dates and activities shall be reviewed and revised if necessary.

1.6 REPORTS AND SUBMITTALS

- A. Within 30 days of the Authorization to Proceed, the coordinating contractor shall submit the project schedule to the A/E and the Owner.
- B. Five (5) days prior to the pay/progress meeting, the coordinating contractor shall submit the current updated schedule to the A/E and the Owner.
- C. The logic diagram shall be on 11" X 17" sheets unless approved otherwise by the A/E. Each sheet shall be clearly titled and include an approval block for the assigned contractors. Intermediate milestones shall be clearly indicated. Information on the logic diagram must match information on reports specified below.
- D. Each submittal shall include listing of activities by preceding event number and show all the information computed by the mathematical analysis required above.
- E. A management narrative report indicating the progress of the work, any revisions since last reporting period, any lost time required to be made up and the contractors' plan to maintain the schedule and meet the milestone dates and contract completion. The report will identify any potential delays and problem areas and their impact on the critical path and the project completion.

1.7 REVIEWS

- A. The A/E and the Owner shall review and may comment on the schedule at the pay/progress meeting. They may also attend the update meetings. The contractor(s) shall revise the schedule as directed by the A/E for compliance with the requirements herein.
- B. Payment and reduction of retainage may be denied by the Owner for failure to submit a proper schedule and maintaining work progress according to the project schedule.
- C. Neither the A/E's nor the Owner's review and/or comments shall indicate approval/disapproval of the schedule. Since the schedule is dependent on the contractors' proprietary information and commitments, the A/E and the Owner cannot and will not warrant the schedule to be correct and sufficient to meet the required contract dates.

END OF SECTION 01 31 00

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDE

A. Pre-Construction Meeting:

1. The Owner will schedule a meeting prior to the start of construction and representatives of the Owner, Architect, Prime Contractor, and Major Subcontractors shall have a representative attend the meeting.

B. Pay/Progress Meeting:

1. A monthly meeting will be scheduled at the job site to review the construction progress and review the applications for payment. A representative of the Owner, Architect, Prime Contractor, and Major Subcontractors with work in progress shall attend the meeting.

1.2 RELATED REQUIREMENTS

A. Specified Elsewhere:

1. 01 11 00 - Project Summary
2. 01 31 00 - Construction Schedule

END OF SECTION 01 31 10

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDE

- A. The Contractor shall provide general coordination of the work.
- B. The Contractor will coordinate the work and monitor progress of each subcontractor during construction and until final payment and shall:
 - 1. Develop and maintain an overall project schedule - See Section 01 31 00.
 - 2. Coordinate schedule of each subcontractor.
 - 3. Monitor schedules as work progresses.

1.2 QUALITY ASSURANCE

- A. The Contractor will also establish on-site organization and lines of authority in order to carry out the overall plans of the Owner and the Architect on a coordinated bases.
- B. The Contractor shall provide a Plan of Operations
 - 1. Before any work is performed on the site, the Contractor shall cooperate with, and receive approval from the Owner in the preparation of his general "Plan of Operations" showing concisely the manner in which he proposes to carry out the work on the site. This will indicate the point of entrance, the area of storage of materials, the course he intends to pursue, the sequence of operations, the successive portions to be completed and such other general information as will assist the Owner in planning for continual operation of the facilities.
 - 2. Working hours shall be limited to 8:00 am to 4:30 pm Monday-Friday. Work in unoccupied units and public spaces may begin at 7:30 am. No work may be performed on weekends or holidays without written permission from the Owner.

END OF SECTION 01 32 00

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDES

- A. Contractor shall make submittals to the Architect/Engineer. The General Contractor and the Architect/Engineer shall maintain a master list of submittals.
- B. General Contractor:
 - 1. Review Subcontractors submittals within 5 business days.
 - a. Verify field dimensions.
 - b. Verify compliance with Contract requirements.
 - 2. Certify review.
 - 3. Transmit reviewed submittals to Architect/Engineer.

1.2 DEFINITIONS

- A. Shop drawings: Shop drawings are original drawings prepared by Contractor, subcontractor, sub-subcontractor, supplier or distributor, which illustrate some portion of the work, showing fabrication, layout, setting or erection details.
 - 1. Prepared by qualified detailer.
 - 2. Identify details by reference to sheet and detail numbers shown on contract drawings.
 - 3. Maximum sheet size: 24" x 36"
- B. Product data:
 - 1. Manufacturer's standard schematic drawings, edited to fit this project.
 - 2. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
 - a. Clearly mark each copy to identify pertinent materials, products or models.
 - b. Show dimensions and clearances.
 - c. Show wiring diagrams and controls.
- C. Samples: Physical samples to illustrate materials, equipment or workmanship. Approved samples establish standards by which complete work is judged. Maintain at site as directed. Protect until no longer needed.
 - 1. Office samples: Of sufficient size to clearly illustrate:
 - a. Functional characteristics of product or material.
 - b. Full range of color samples.
 - c. After review, samples may be used on construction of project.

1.3 SUBMITTAL SCHEDULE

- A. Submit schedule of all exhibits to the A/E within 15 business days after preconstruction meeting.
 - 1. Prepare schedule in bar chart format. Include:
 - a. Exhibit information.
 - b. Specification section and page number.
 - c. Date of submittal to Architect/Engineer.
 - d. Latest date for final approval.
 - e. Fabrication time.
 - f. Date of installation.
 - 2. Architect/Engineer will review and comment on exhibit schedule and will advise the Contractor as to which submittals require longer review durations.

1.4 SUBMITTAL REQUIREMENTS

- A. Accompany submittals with transmittal letter, in duplicate, containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. The number of shop drawings, product data and samples submitted.
 - 5. Notification of deviations from Contract.
 - 6. Other pertinent data.
- B. Submittals shall include:
 - 1. Date and revision dates.
 - 2. Project title and number.
 - 3. Names of:
 - a. Architect/Engineer.
 - b. Architect/Engineer's consultant.
 - c. Subcontractor.
 - d. Sub-subcontractor.
 - e. Supplier.
 - f. Manufacturer.
 - g. Separate detailer when pertinent.
 - 4. Identification of product or material.
 - 5. Relation to adjacent structure or material.
 - 6. Field dimensions, clearly identified as such.
 - 7. Specification section and page number.
 - 8. Specified standards, such as ASTM number or ANSI.
 - 9. A blank space, 5" x 5", for Architect/Engineer's stamp.
 - 10. Identification of previously approved deviation(s) from contract documents.
 - 11. Contractor's stamp, initialed or signed, certifying the review of submittal, verification of field measurements and compliance with Contract.
 - 12. Space for Contractor's approval stamp.
- C. Submit electronic submittals via email as PDF electronic files.
 - 1. Include the information as required in Paragraph A above for processing. Utilize the following format for submission.
 - a. Submittal number shall use Specification Section number followed by decimal point and then a sequential number (i.e. 079200.01). Resubmittals shall include an alphabetic suffix after another decimal point (i.e. 079200.01.A).
 - 2. Architect will return annotated file. Contractor shall retain one copy of file as an electronic Project record document file for submittal at closeout procedures.
- D. When required, three (3) samples of sufficient size to indicate general visual effect shall be submitted. Where samples show a range of color, texture, finish, graining, or other similar property, submit three (3) sets of pairs illustrating the full scope of this range. One (1) set of "Approved" samples will be retained at the Architect's Office. Electronic color samples will not be reviewed or approved. Submit physical product samples directly.

1.5 RESUBMISSION REQUIREMENTS

- A. Resubmit all shop drawings, product data and samples as requested by the Contractor and/or A/E.

1.6 RESPONSIBILITIES

- A. Review shop drawings, product data and samples prior to submission to the next level of authority.
- B. Verify:
 - 1. Field dimensions.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
- C. Coordinate each submittal with requirements of:
 - 1. The work.
 - 2. The contract documents.
- D. Contractor's responsibility for errors, omissions or deviation from contract documents in submittals is not relieved by Architect/Engineer's review of submittals.
- E. Prior to submission, notify Architect/Engineer and the Owner in writing of all proposed deviations in submittals from contract requirements. Substitution of materials or equipment may only be approved by change order.
- F. Do not begin any work which requires submittals without Architect/Engineer's approval.
- G. After Architect/Engineer's review, make response required by Architect/Engineer's stamp and distribute copies. Indicate by transmittal that copy of approved data has been delivered to installer.

1.7 ARCHITECT/ENGINEER'S AND the OWNER'S DUTIES

- A. Review submittals within 10 business days.
- B. Review for:
 - 1. Design concept of project.
 - 2. Compliance with contract documents.
- C. Review all requests for proposed deviations. Obtain the Owner's concurrence and respond to Contractor's request.
- D. Affix stamp, date and initials or signature certifying to review of submittal, and with instructions for contractor response.
- E. Return submittals to sender for response or distribution.

1.8 SCHEDULE

- A. General Contractor:
 - 1. 04 52 50 - Masonry Restoration & Cleaning
 - a. Product Data
 - b. Samples
 - c. Cleaning Program Description
 - 2. 06 20 00 - Finish Carpentry
 - a. Product Data
 - b. Samples
 - 3. 07 21 00 - Thermal Insulation
 - a. Product Data

4. 07 40 00 - Preformed Vinyl Siding
 - a. Product Data
 - b. Samples
 5. 07 41 00 - Preformed Fascia and Soffit Panels
 - a. Product Data
 - b. Samples for Color Selection
 6. 07 46 00 - Metal Cladding
 - a. Manufacturer's Data
 - b. Color Samples
 7. 07 60 00 - Flashing and Sheet Metal
 - a. Product Data, Flashing and Sheet Metal
 - b. Color Samples
 8. 07 92 00 - Joint Sealants
 - a. Product Data
 - b. Color Cards for Selection
 9. 08 11 50 - Pre-Hung Exterior Doors
 - a. Shop Drawings
 - b. Door Schedule
 - c. Door Certification for Energy Conservation
 10. 08 39 00 -Screen & Storm Doors
 - a. Shop Drawings
 - b. Color Samples
 11. 08 70 00 - Builders Hardware
 - a. Hardware Schedule
 - b. Product Data
 12. 09 90 00 - Painting
 - a. Color Charts
 - b. Product Data
- B. Products Specified on Drawings:
1. Gable Vents
 - a. Product Data
 - b. Color Samples

END OF SECTION 01 33 23

PART 1. GENERAL

1.1 REQUIREMENTS INCLUDE

- A. Contractor:
 - 1. Comply with lead-safe practices as outlined in the EPA's Renovation, Repair, and Painting Program.
 - 2. Remove and dispose of designated items.
 - 3. Remove abandoned piping, conduit and wiring.
 - 4. Clean surfaces. Remove surface finishes to install new work and finishes.
 - 5. Temporarily remove and reinstall designated items.
 - 6. Remove unsuitable or extraneous materials not marked for salvage; follow specified procedures for removal and disposal of any hazardous materials.
- B. Patch, repair and refinish existing items to remain, to the specified condition for each material, with a neat transition to adjacent new construction.

1.2 ALTERATIONS, CUTTING & PROTECTION

- A. Perform cutting and removal work to minimize removals, and in a manner to avoid damage to adjacent work.
 - 1. Cut finish surfaces such as masonry, plaster, drywall or metals, by methods to terminate surfaces in a straight line at a natural point of division.
- B. Protect existing finishes, equipment and adjacent work which is scheduled to remain, from damage.

PART 2. PRODUCTS

2.1 MATERIALS FOR PATCHING, EXTENDING AND MATCHING

- A. Patch, repair and refinish existing items to remain, to the specified condition for each material, with a neat transition to adjacent new construction.
- B. Ensure that work is complete.
 - 1. Provide same materials or types of construction as that in existing structures, to patch, extend or match existing work.

PART 3. EXECUTION

3.1 PERFORMANCE

- A. Shoring: All temporary shoring, bracing, etc. required for the removal of existing work and/or for the installation of new work, shall be included in this Contract. The Contractor shall assume full responsibility for the Work and shall make good, at no cost to the Owner, any damage caused by improper support or failure of shoring in any respect. When permanent supports are completed, the Contractor shall remove all shoring, temporary bracing and similar elements.
- B. Existing Work: Existing Work shall be cut, drilled, altered, removed or temporarily removed and replaced as necessary for the performance and execution of the contract. Work that is replaced shall match similar existing Work. However, unless otherwise provided for by the drawings and/or specifications, no structural members shall be cut or altered without the authorization of the Architect. Work remaining in place, which is damaged or defaced by reason of Work done under this contract shall be restored equal to its condition at the time of award of contract. If removal of existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished or the materials shall be replaced as necessary to make contiguous work uniform and harmonious.

END OF SECTION 01 35 16

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDE

- A. Contractor:
1. Prepare and submit schedule of values to Architect.

1.2 SUBMITTALS

- A. The schedule of values shall be prepared in such manner that each major item of Work and each subcontracted item of Work is shown as a separate item (Materials and Labor) on "Schedule of Amounts for Contract Payments", form HUD-51000 or alternate form as approved by the Architect. The Schedule of Values shall be divided by trade, then material and labor.
- B. Contractor shall use the Project Manual table of contents as a basis of example and format for listing and itemizing costs of work.
- C. Preparing Schedules of Values
1. Divide by trade/subcontractor.
 2. Itemize separate line items for total installed costs; material and labor shall be separate line items. For each item indicate quantity, unit of measure, cost per unit, and total.
 3. General overhead and profit shall be separate line items for Contractor and all subcontractors.
 4. Itemized separate line items shall reflect each phase or scope of contract work and/or subcontracts.
 5. General conditions shall be divided into major items such as bonds, insurance, mobilization, disposal, testing and other requirements of Division 1 of the Project Manual.
 6. After review by Architect, if required, revise and resubmit Schedule of Values in accordance with initial submittal requirements.

1.3 RELATED REQUIREMENTS

- A. Specified Elsewhere:
1. 01 11 00 - Project Summary
 2. 01 31 00 - Construction Schedule

END OF SECTION 01 37 00

PART 1. GENERAL

1.1 REQUIREMENTS INCLUDE

- A. The Contractor shall comply with all laws, rules and regulations governing the work.
 - 1. When Contractor observes that contract documents are at variance with specified codes, notify Architect/Engineer in writing immediately. Architect/Engineer will process changes in accord with General Conditions.
 - 2. When Contractor performs any work knowing or having reason to know that the work is contrary to such laws, rules and regulations and fails to so notify the Architect/Engineer, Contractor shall pay all costs arising therefrom. However, it will not be the Contractor's primary responsibility to make certain that the contract documents are in accord with such laws, rules and regulations.

1.2 DEFINITIONS & ABBREVIATIONS

- A. Definitions:
 - 1. Dates: Reference Codes, Regulations and Standards are the issue current at date of bidding documents unless otherwise specified.
 - 2. Codes: Codes are rules, regulations or statutory requirements of government agencies.
 - 3. Standards: Standards are requirements set by authorities, custom or general consent and established as accepted criteria.

1.3 QUALITY ASSURANCE

- A. Architect/Engineer has designed the project with full knowledge of code requirements and has copies of all specified codes available for Contractor's inspection.
- B. Contractor:
 - 1. Ensure that copies of specified codes and standards are readily available to Contractor's personnel. Copies are available at Contractor's expense from source or publisher.
 - 2. Ensure that Contractor's personnel are familiar with workmanship and installation requirements of specified codes and standards.

1.4 APPLICABLE CODES & STANDARDS

- A. The work shall be performed and constructed in accordance with all applicable Federal, State and local codes, including, but not limited to, the following:
 - 1. U. S. Department of Housing and Urban Development:
 - a. Minimum Property Standards for Housing, 4910.1.
 - b. Uniform Federal Accessibility Standards FED-STD-795.
 - 2. National Fire Protection Association (NFPA):
 - a. National Fire Code 220, dated 1985, Standard on Types of Building Construction.
 - b. NFPA 70, National Electric Code, 2020 Edition.
 - c. NFPA 101, Life Safety Code, 2015 Edition.
 - 3. State of Illinois EPA (IEPA): (Current editions at date of bidding documents.)
 - a. Air Pollution Standards.
 - b. Noise Pollution Standards.
 - c. Water Pollution Standards.
 - d. Public Water Supplies.
 - e. Solid Waste Standards.
 - 4. Federal Requirements
 - a. NESHAP - National Emissions Standards for Hazardous Air Pollutants
 - b. OSHA - Occupational Safety and Health Administration
 - c. ADA 2010 - Americans with Disabilities Act, Public Law 101-336, 28 CFR Part 36.

5. Building Codes:
 - a. International Code Council, International Building Code (IBC), 2015 Edition.
 - b. International Code Council, International Energy Conservation Code (IECC), 2018 Edition.
- B. The Architect may reference other codes or standards throughout the Project Manual when deemed appropriate for proper compliance with regulatory requirements.

END OF SECTION 01 41 00

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDE

- A. Contractor provide and maintain:
 - 1. Storage for materials and equipment to be installed in Project.
 - 2. Protection and security for stored materials and equipment, on and off site.

1.2 OFF-SITE AUTHORIZATION: Payment for materials/equipment stored off-site will be permitted only on Owner's prior written authorization. Any costs associated with travel to off-site location to verify the stored material shall be paid by the Contractor.

PART 2 PRODUCTS

2.1 PROTECTIVE MATERIALS

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

PART 3 EXECUTION

3.1 LOCATION.

- A. Where shown on drawings, or where authorized by the Owner.
- B. Contractor will resolve conflicts in storage requirements with all parties.

3.2 PREPARATION: Fill and grade sites for temporary storage sheds to provide drainage.

3.3 INSTALLATION

- A. Construct storage sheds on adequate foundations, with connections for utilities.
 - 1. Raise portable buildings, when used.
 - 2. Provide steps, landings or ramps at entrances.
- B. Mount fire extinguishers in prominent locations with clear access to use.
- C. Mount identifying signs adjacent to entrance doors, in conspicuous locations.

3.4 MAINTENANCE AND CLEANING

- A. Provide continuous maintenance for all temporary structures.

3.5 REMOVAL

- A. Remove all temporary storage equipment, contents and utilities, at completion of construction activities, or as directed by the Architect/Engineer.
- B. Restore lawn areas to original condition upon completion of construction activities and removal of storage sheds, materials, debris, etc.

END OF SECTION 01 62 00

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDE

- A. Contractor provide final cleaning:
 - 1. At completion of work in each phase and prior to acceptance by Owner, Contractor shall remove all waste, debris, rubbish, tools, equipment, machinery and surplus materials. Clean all sight exposed surfaces; leave work clean and ready for use.
 - 2. Supervise and coordinate the cleaning operations of sub-contractors.
 - 3. At project completion, leave project "broom" clean, ready for use.

1.2 SAFETY REQUIREMENTS

- A. Standards: Maintain project in accord with the following safety and insurance standards:
 - 1. Federal and State regulations.
 - 2. National Fire Protection Association (NFPA).
- B. Hazard Control:
 - 1. Store volatile waste in covered metal containers and remove from premises daily.
 - 2. Prevent accumulation of wastes which create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.
- C. Conduct cleaning and disposal operations to comply with Federal and State anti-pollution laws.
 - 1. Do not burn or bury rubbish and waste materials on project site.
 - 2. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.
 - 3. Do not dispose of wastes into streams or waterways.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Select and use all cleaning materials and equipment with care to avoid scratching, marring, defacing, staining or discoloring surfaces cleaned.
- B. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 EXECUTION

3.1 FINAL CLEANING

- A. Employ experienced workmen for final cleaning.
- B. Remove grease, dust, dirt, stains, labels, fingerprints, protection and other foreign materials from sight-exposed finished surfaces; polish surfaces so designated to specified finish.
- C. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed surfaces, and of concealed spaces to ensure performance.
- D. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces.
- E. Contractor soft broom clean all exposed concrete surfaces clean; other paved areas with soft or stiff broom as directed. Rake clean other surfaces on grounds.
- F. Contractor shall wipe all surfaces to remove dust, whether or not from construction.
- G. Contractor shall clean all glass surfaces.

- H. Each contractor maintain finally cleaned areas until project, or designated portion thereof, is accepted by the Owner.

END OF SECTION 01 71 00

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDE

A. Contractor:

1. At project site, maintain one record copy of:
 - a. Contract drawings, including separate volume(s) of details.
 - b. Project Manual.
 - c. Interpretations and supplemental instructions.
 - d. Addenda.
 - e. Reviewed, approved shop drawings and product data.
 - f. Other modifications to contract.
 - g. Field test records.
 - h. All schedules.
 - i. Correspondence file.
2. File documents in format in accord with Project Manual Table of Contents.
3. Maintain documents in clean, dry, legible condition.
4. Do not use record documents for field construction purposes.
5. Make documents available at all times for inspection by Architect/Engineer and the Owner.
6. Update set of record drawings weekly.

1.2 RELATED REQUIREMENTS

A. Specified Elsewhere:

1. 01 33 23 - Shop Drawings, Product Data and Samples.
2. 01 77 00 - Closeout Procedures.
3. 01 78 36 - Extended Warranties & Bonds.

1.3 RECORDING

- A. Label each document "PROJECT RECORD DOCUMENTS" in 2" high printed letters.
- B. Keep record documents current.
- C. Do not permanently conceal any work until specified information has been recorded.
- D. Contract drawings: Legibly mark to record actual construction:
 1. Location of internal utilities and appurtenances in construction referenced to visible and accessible features of structure.
 2. Field changes of dimension and detail.
 3. Changes made by change order.
 4. Details not on original contract drawings.
- E. Specifications and addenda: Legibly mark up each section to record:
 1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
 2. Changes made by change order or field order.
 3. Other matters not originally specified.
- F. Shop drawings: Maintain as record documents; legibly annotate drawings to record changes made after review.

1.4 SUBMITTAL

- A. At completion of project, deliver record documents to A/E.
- B. Accompany submittal with transmittal letter, in duplicate, containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Title and number of each record document.
 - 5. Certification that each document submitted is complete and accurate.
 - 6. Signature of contractor, or his authorized representative.

END OF SECTION 01 72 00

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDE

- A. Contractor Provide:
1. Closeout Submittals.

1.2 CLOSEOUT SUBMITTALS

- A. Upon completion of project and prior to submission of the final request for payment, Contractor shall deliver to Architect, for transmission to the Owner the following:
1. Contractor's Certificate and Release, form is available from the Architect.
 2. List of all subcontractors and major material suppliers and their final contract amount and notarized Final Waivers of Lien for the full amount. (2 copies)
 3. Consent of Surety Company to Final Payment (AIA Document G707). (2 copies)
 4. All written guarantees related to materials incorporated into project (2 copies signed). See Section 01 78 36.
 5. Complete bound set of shop drawings and equipment data sheets for items incorporated into the work as appropriate. See Section 01 33 23.
 - a. Assemble approved submittals in folders, sorted by specification division and copy to compact disc or approved digital media for inclusion with closeout submittals.
 6. One set of "Project Record Documents" (plans and specifications) with all "As-Built" changes and modifications legibly recorded thereon. See Section 01 72 00.
- B. Upon acceptance of the above required documents, the Architect will direct the Contractor to submit the final application for payment along with the Contractor's Notarized Final Waivers of Lien for full amount of contract (2 copies).

END OF SECTION 01 77 00

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDE

- A. Contractor assemble executed warranties and bonds.

1.2 SUBMITTAL REQUIREMENTS

- A. Submit one (1) original signed copy and two (2) photocopies, each bound with a table of contents to the Architect for approval and transmittal to the Owner.
- B. All warranties shall be dated from the date of substantial completion, as accepted by the Owner, or at the date of occupancy, whichever occurs first.
- C. Fully execute the warranties and include all information required. If the warranty registration is not submitted to the manufacturer on behalf of the Owner, so note that the Owner must submit.

1.3 SCHEDULE

- A. Section 07 40 00 - Preformed Vinyl Siding
 - 1. Vinyl Siding:
 - a. Contractor: One (1) year; labor and materials
 - b. Manufacturer: Three (3) year full material warranty; thirty-seven (37) year limited (pro-rated) material warranty.
- B. Section 08 39 00 - Screen & Storm Doors
 - 1. Manufacturer's Standard five (5) year guarantee to replace any screen and storm doors

END OF SECTION 01 78 36

PART 1 GENERAL

1.1 WORK INCLUDES

A. Base Bid:

1. Contractor: Remove and legally dispose of existing items noted on drawings including, but not limited to:
 - a. Designated gutters and downspouts.
 - b. Designated siding, soffit, and fascia covers.
 - c. Designated masonry units.
 - d. Designated existing exterior doors, frames, and storm doors.
 - e. Rubbish and debris resulting from construction activities.
 - f. Other items as noted on drawings.
2. Contractor: Salvage and reinstall:
 - a. Designated light fixtures.
 - b. Existing exterior door locksets.
 - c. Designated exhaust caps.
 - d. Other items noted.

B. By Unit Price:

1. Contractor: Remove masonry units as directed and approved by the Architect, beyond those designated on the drawings to be in the Base Bid.

1.2 RELATED WORK

A. Specified Elsewhere:

1. Summary of the Work - 01 11 00, Division 1.
2. 01 22 00 - Unit Prices

1.3 EXISTING CONDITIONS

- A. Provide, erect and maintain temporary barriers and security devices as required; protect and maintain existing utilities to remain in service for the project and buildings.
 1. Protect tenants deck furniture, windows, and ground mounted equipment.
- B. All buildings scheduled for renovations will be occupied during construction in those units.
- C. Contractor shall photograph and document existing conditions prior to start of work. This includes existing concrete paving and walks to remain.
- D. Prior to start of work, the PHA, Architect, and Contractor shall review the existing conditions to document areas requiring additional repairs by the Unit Prices.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 PREPARATION

- A. Erect and maintain temporary barriers and partitions to isolate work areas.
- B. Protect existing items not indicated to be demolished.
- C. Disconnect, remove and cap designated utility services within demolition areas shown on drawings.
- D. Mark location of disconnected utilities. Identify and indicate capping locations on Project Record Documents.
- E. Coordinate with the Owner to provide them opportunity to identify all equipment for salvage.

3.2 EXECUTION

- A. Demolish in an orderly and careful manner.
- B. Except where noted otherwise, immediately remove demolished materials from site and legally dispose of same.
- C. Remove materials to be reinstalled or retained in manner to prevent damage; store and protect as required.
- D. Remove and promptly legally dispose of contaminated, vermin infested or dangerous materials encountered.
- E. Do not burn or bury materials on site.
- F. Remove demolished materials from building areas as work progresses. Upon completion of work, leave areas in clean condition.

3.3 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Remove from site all materials not to be reused on site.
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION 02 07 00

PART 1. GENERAL

1.1 WORK INCLUDES

- A. Base Bid:
 - 1. Repoint existing masonry mortar joints as scheduled on the drawings.
 - 2. Replace designated amount of damaged brick.
 - 3. Clean brick veneer and masonry surfaces.
 - 4. Remove abandoned anchors, pipes, fasteners, etc, and repair mortar.
- B. By Unit Price 'A':
 - 1. Remove and replace damaged brick beyond Base Bid as directed by Architect.
- C. By Unit Price 'B':
 - 1. Grind and point mortar joints beyond Base Bid as directed by Architect.

1.2 RELATED WORK

- A. Specified Elsewhere:
 - 1. 01 22 00 - Unit Prices.
 - 2. 07 92 00 - Joint Sealants.

1.3 DEFINITIONS

- A. Repointing: The process of raking out (removing) mortar and replacing it with new mortar.

1.4 SUBMITTALS

- A. In Accord with 01 33 23:
 - 1. Product data for each product indicated including recommendations for their application and use. Include test reports and certifications substantiating that products comply with requirements.
 - 2. Samples for verification purposes of the following:
 - a. Each type of mortar for pointing in the form of sample mortar strips 6 inches long by ½ inch wide set in aluminum or plastic channels.
 - b. Brick (For Replacement)
 - 3. Cleaning program indicating cleaning process, including protection of surrounding materials on building and site, and control of runoff during operations. Describe in detail the materials, methods and equipment to be used.

1.5 QUALITY ASSURANCE

- A. Restoration Specialist: Engage an experienced masonry restoration and cleaning firm that has specialized in the types of work required for this Project. At Contractor's option, the work may be divided between two specialist firms: one for cleaning work and one for repair work.
- B. Source of Materials: Obtain materials for masonry restoration from a single source for each type material required (face brick, cement, sand, etc.) to ensure a match of quality, color, pattern and texture.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to Project site in manufacturer's original and unopened containers and packaging, bearing labels as to type and names of products and manufacturers.
- B. Protect masonry restoration materials during storage and construction from rain, snow and ground water, and from staining and mixing with soil and other materials.

- C. Comply with manufacturer's recommendations for minimum and maximum temperature requirements for storage.

1.7 PROJECT CONDITIONS

- A. Clean masonry surfaces only when air temperature is 40°F (4°C) and above and will remain so until masonry has dried out, but for not less than 7 days after completion of cleaning.
- B. Do not repoint mortar joints or repair masonry unless air temperature is between 40 °F (4 °C) and 80 °F (27 °C) and will remain so for at least 48 hours after completion of work.
- C. Prevent grout or mortar used in repointing and repair work from staining face of surrounding masonry and other surfaces. Immediately remove grout and mortar in contact with exposed masonry and other surfaces.
- D. Protect sills, ledges, and projections from mortar droppings.

1.8 COORDINATION

- A. Coordinate masonry restoration and cleaning with public circulation patterns at project site. Some work is near public circulation patterns. Public circulation patterns cannot be closed off entirely, and in places can be only temporarily redirected around small areas of work. Plan and execute the work accordingly.

1.9 SEQUENCING AND SCHEDULING

- A. Order replacement materials at earliest possible date to avoid delaying completion of the work.
- B. Take delivery of and store material at project site a sufficient quantity to complete project.
- C. Perform masonry restoration work in the following sequence:
 - 1. Inspect for open mortar joints and repair before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
 - 2. Rake out mortar from joints surrounding masonry to be replaced and from joints adjacent to masonry repairs along joints.
 - 3. Repair masonry, including replacing existing masonry with new masonry materials.
 - 4. Rake out mortar from joints to be repointed.
 - 5. Point mortar and sealant joints.
 - 6. After repairs and repointing have been completed and cured, perform a final cleaning to remove residues from this work.
 - 7. Inspect for open mortar joints and repair before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
 - 8. Clean masonry surfaces.

PART 2. PRODUCTS

2.1 MASONRY MATERIALS

- A. Facing and Building Brick: ASTM C625, Grade SW, Type FBS, cored or solid, sizes, colors and textures as selected by Architect to match existing and essentially as follows.
 - 1. Standard size units with dimensions to match existing.
 - 2. Laid in 3/8" mortar joints, to match existing.
 - 3. Multiple colors will be required to match existing brick.
- B. Concrete Masonry Units (CMU): ASTM C90, normal weight aggregate, hollow or solid as noted on drawings:
 - 1. Furnish all necessary sizes and shapes to replace existing damaged CMU.

C. Mortar and Pointing:

1. Materials:
 - a. Portland Cement: ASTM C150/C150M, Type 1, non-staining, no air entrainment, color to be selected by Architect.
 - b. Lime: Hydrated Lime, ASTM C207, Type N.
 - c. Sand: ASTM C144.
 - d. Masonry Cement: NOT ALLOWED.
 - e. Water: Potable water, clean and free of injurious amounts of oils, alkalis, organic matter or other deleterious materials.

2.2 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious and aggregate material in a dry condition by volume or equivalent weight. Do not measure by shovel, use known measure. Mix materials in a clean mechanical batch mixer.
 1. Mixing Pointing Mortar: Thoroughly mix cementitious and aggregate materials together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 1 to 2 hours. Add the remaining water in small portions until reaching mortar of the desired consistency. Use mortar within 30 minutes of final mixing; do not retemper or use partially hardened material.
 2. Mix: ASTM C270, Type N; approximately 3:1:11 portland cement, lime, sand; color to be selected by Architect to match existing.
 - a. Thoroughly mix mortar ingredients in quantities needed for immediate use.
 - b. Do not use antifreeze compounds to lower the freezing point of mortar.
 - c. Use mortar within two (2) hours of mixing at temperatures over 80 °F., and two and one half (2-1/2) hours at temperatures under 50 °F.
 - d. Retemper mortar within two (2) hours of mixing to replace water lost by evaporation. Do not retemper mortar after two (2) hours of mixing.
- B. Do not use admixtures of any kind in mortar, unless otherwise indicated.

2.3 CLEANING MATERIALS AND EQUIPMENT

- A. Water for cleaning: Clean, potable, free of oils, acids, alkalis, salts and organic matter.
- B. Brushes: Fiber bristle only.
- C. Nonacidic Gel Cleaner: Nonacidic gel containing detergents, cleaning agents, and inhibitors and specifically formulated for cleaning masonry surfaces. Cleaner shall have a pH of 2.2 and shall not be considered a hazardous waste according to EPA 40 CFR 261.
 1. Acceptable Manufacturers:
 - a. Euclid Chemical Company
 - b. Diedrich Technologies.
 - c. Proso Co.
 - d. An Approved Equal.
- D. Spray Equipment: Provide equipment for controlled spray application of water and chemical cleaners, if any, at rates indicated for pressure, measured at spray tip, and for volume as recommended by cleaner manufacturer. Adjust pressure and volume, as required, to ensure that damage to masonry does not result from cleaning methods.
 1. For chemical cleaner spray application, provide a low-pressure tank or chemical pump suitable for the chemical cleaner indicated, equipped with a cone-shaped spray tip.
 2. For water spray application, provide a fan-shaped spray tip that disperses water at an angle of not less than 15 degrees.

2.4 CHEMICAL CLEANING SOLUTIONS

- A. Unless otherwise indicated, dilute chemical cleaning materials with water to produce solutions of concentration indicated but not greater than that recommended by chemical cleaner manufacturer.

2.5 ACCESSORY MATERIALS

- A. Liquid Strippable Masking Agent: Manufacturer's standard liquid, film-forming, strippable masking material for protecting glass, metal, and polished stone surfaces from damaging effects of masonry cleaners.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the work included, but not limited to, the following:
 - a. ABR Products, Inc.; Rubber Mask.
 - b. Price Research, Ltd.; Price Mask.
 - c. PROSOCO; Sure Klean Strippable Masking.
 - d. An approved equal.

PART 3. EXECUTION

3.1 PROTECTION

- A. Protect persons, motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm resulting from masonry cleaning work.
 - 1. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during course of restoration and cleaning work.
- B. Comply with chemical-cleaner manufacturer's written instructions for protecting building and other surfaces against damage from exposure to its products. Prevent chemical-cleaning solutions from coming into contact with people, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.
 - 1. Cover adjacent surfaces with materials that are proven to resist chemical cleaners used unless chemical cleaners being used will not damage adjacent surfaces. Use materials that contain only waterproof, UV-resistant adhesives. Apply masking agents to comply with manufacturer's written instructions. Do not apply liquid masking agent to painted or porous surfaces. When no longer needed, promptly remove masking to prevent adhesive staining.
 - 2. Keep wall wet below area being cleaned to prevent streaking from runoff.
 - 3. Do not clean masonry during winds of sufficient force to spread cleaning solutions to unprotected surfaces.
 - 4. Neutralize and collect alkaline and acid wastes for disposal off Owner's property.
 - 5. Dispose of runoff from cleaning operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.
- C. Remove surface mounted equipment and fixtures during masonry restoration and cleaning. Coordinate with applicable trades for removing electrical, ventilating, etc. equipment reinstall in original location and return to working order.

3.2 REPOINTING MASONRY

- A. Inspection of existing brick and verification of repointing:
 - 1. Upon completion of each area and prior to relocating scaffolding, the Architect or Owners Representatives shall review the areas of repointing.
 - 2. If, during review of work completed, the Architect or Owners Representative discovers areas not repointed, the Contractor shall perform the necessary repair. These areas shall then be reviewed and the work attested by the Architect/Owner.

- B. Rake out joints as follows:
1. Rake out mortar from joints to depths equal to 2-1/2 times their widths but not less than 1/2 inch nor less than that required to expose sound, unweathered mortar.
 - a. Contractor shall utilize dust control measures during the removal of mortar, if hand held grinders are utilized. Contractor shall provide vacuum dust collection systems (VDCS) or similar engineered control measures to prevent mortar dust from spreading off project site.
 2. Remove mortar from masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
 3. Do not spall edges of masonry units or widen joints. Replace damaged masonry units.
- C. Point joints as follows:
1. Rinse masonry joint surfaces with water to remove dust and mortar particles. Time the rinsing application so that at the time of pointing excess water has evaporated or run off and joint surfaces are damp but free of standing water.
 2. Apply the first layer of pointing mortar to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 1/2 inch until uniform depth is formed. Compact each layer thoroughly and allow it to become thumbprint hard before applying the next layer.
 3. After joints have been filled to a uniform depth, place remaining pointing mortar in three layers with each of first and second layers filling approximately two fifths of joint depth and third layer the remaining one fifth. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing bricks have rounded edges recess final layer slightly from face. Take care not to spread mortar over edges onto exposed masonry surfaces, or to featheredge mortar.
 4. When mortar is thumbprint hard, tool joints to match original appearance of joints, unless otherwise indicated. Remove excess mortar from edge of joint by brushing.
 5. Cure mortar by maintaining in a damp condition for not less than 72 hours.

3.3 BRICK REMOVAL AND REPLACEMENT

- A. Remove bricks and CMU that are damaged, spalled, or deteriorated as directed by the Architect. Carefully demolish or remove entire units from joint to joint, without damaging surrounding masonry, in a manner that permits replacement with full-size units.
1. When removing single bricks, remove material from center of brick and work toward outside edges.
- B. Support and protect remaining masonry that surrounds removal area. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.
- C. Notify Architect of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing masonry backup, rotted wood, rusted metal, and other deteriorated items.
- D. Remove in an undamaged condition as many whole bricks as possible.
1. Remove mortar, loose particles, and soil from brick by cleaning with hand chisels, brushes, and water.
 2. Remove sealants by cutting close to brick with utility knife and cleaning with solvents.
- E. Clean bricks surrounding removal areas by removing mortar, dust, and loose particles in preparation for replacement.
- F. Replace removed damaged brick with new brick matching existing brick, including size, as approved by the Architect. Do not use broken units unless they can be cut to usable size.

- G. Install replacement brick into bonding and coursing pattern of existing brick. If cutting is required, use a motor-driven saw designed to cut masonry with clean, sharp, unchipped edged.
 - 1. Maintain joint width for replacement units to match existing joints.
 - 2. Use setting buttons or shims to set units accurately spaced with uniform joints.
- H. Lay replacement brick with completely filled bed, head, and collar joints. Butter ends with sufficient mortar to fill head joints and shove into place. Wet both replacement and surrounding bricks that have ASTM C67 initial rates of absorption (suction) of more than 30 g/30 sq. in. per minute. Use wetting methods that ensure that units are nearly saturated but surface is dry when laid.
 - 1. Tool exposed mortar joints in repaired areas to match joints of surrounding existing brickwork.
 - 2. Rake out mortar used for laying brick before mortar sets and point new mortar joints in repaired area to comply with requirements for repointing existing masonry, and at same time as repointing of surrounding area.
 - 3. When mortar is sufficiently hard to support units, remove shims and other devices interfering with pointing of joints.

3.4 CLEANING PREPARATION

- A. General: Comply with the chemical cleaner manufacturer's recommendations for protecting building surfaces against damage from exposure to their products.
- B. Protect persons, surrounding surfaces of building whose masonry surfaces are being restored, building site, plants and surrounding buildings from injury resulting from masonry restoration work.
 - 1. Prevent chemical cleaning solutions from coming into contact with pedestrians, motor vehicles, landscaping, buildings and other surfaces that could be injured by such contact.
- C. Protect adjacent surfaces from contact with chemical cleaners by covering them with a liquid strippable masking agent or polyethylene film and waterproof masking tape. Apply masking agent to comply with manufacturer's recommendations. Do not apply liquid masking agent to painted or porous surfaces.
- D. Coordinate with Owner for operations and notification to tenants. The existing air conditioners, windows, doors, vegetation, roofing, etc. shall be protected from damage from cleaning operations.

3.5 CLEANING MASONRY, GENERAL

- A. Proceed with cleaning in an orderly manner; work from top to bottom of area to be cleaned.
- B. Use only those cleaning methods indicated for each masonry material and location.
- C. Perform each cleaning method indicated in a manner that results in uniform coverage of all surfaces, including corners, moldings and interstices and that produces an even effect without streaking or damaging masonry surfaces.
- D. Rinse off chemical residue and soil by working upwards from bottom to top of each treated area at each stage.
- E. Chemical Cleaner Application Methods: Apply chemical cleaners to masonry surfaces to comply with chemical manufacturer's recommendations using brush or spray application method. Do not allow chemicals to remain on surface for periods longer than those indicated or recommended by manufacturer.
 - 1. Spray Application: Apply chemical cleaners at pressures not exceeding 50 psi, unless otherwise indicated.
 - 2. Brush Application: Apply chemical cleaners with soft bristled brush, making sure to thoroughly cover surface.
 - 3. Reapplying Chemical Cleaners: Do not apply chemical cleaners to same masonry surfaces more than twice. If additional cleaning is required, use a steam wash.

3.6 CLEANING BRICKWORK

- A. Water Wash: Clean brick masonry surfaces with water using pressure spray.
- B. Cleaning: Clean masonry with a solution applied as follows:
 - 1. After protecting all non-masonry surfaces, thoroughly wet masonry with cold water applied by low-pressure spray.
 - 2. Apply cleaning solution liberally using low-pressure spray, roller or densely filled (Tampico) masonry washing brush.
 - 3. Leave solution on the surface for 3-5 minutes, then reapply. Scrub masonry with detergent solution using medium-soft brushes until soil is thoroughly dislodged and can be removed by rinsing. Use small brushes, as required, to remove soil from mortar joints and crevices. Dip brush in solution often to ensure adequate fresh detergent and that masonry surface remains wet.
 - 4. Rinse masonry with cold water to remove solution and soil, applied as follows:
 - a. Low-pressure spray for exterior surfaces.
 - b. Flush each treated section with a concentrated stream of water.
 - c. Keep wall below wet and rinsed free of cleaner and residue to avoid streaks.
 - 5. Repeat cleaning procedure above where required to produce the effect satisfactory to Architect.

3.7 FINAL CLEANING

- A. Thoroughly inspect all brick surfaces which have been cleaned. Remove any remaining residue from applied cleaning solutions.
- B. Retreat any areas as necessary to maintain a consistent appearance to the satisfaction of the Architect.

END OF SECTION 04 52 50

PART 1 GENERAL

1.1 WORK INCLUDES

- A. Base Bid:
 - 1. Contractor Provide:
 - a. Sheathing.
 - b. Concealed wood blocking, nailers, and supports.

1.2 RELATED WORK

- A. Specified Elsewhere:
 - 1. 07 21 00 - Thermal Insulation.
 - 2. 07 40 00 - Preformed Vinyl Siding.

1.3 REFERENCE STANDARDS

- A. AWWA U1 - Use Category System: User Specification for Treated Wood; 2021.
- B. PS 1 - Structural Plywood; 2009 (Revised 2019).
- C. PS 2 - Performance Standard for Wood Structural Panels; 2018.
- D. PS 20 - American Softwood Lumber Standard; 2021.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

PART 2 PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. Species: Southern Pine, unless otherwise indicated.
 - 2. If no species is specified, provide species graded by the agency specified; if no grading agency is specified, provide lumber graded by grading agency meeting the specified requirements.
 - 3. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee at www.alsc.org, and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
 - 4. Lumber of other species or grades is acceptable provided structural and appearance characteristics are equivalent to or better than products specified.

2.2 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Grading Agency: Southern Pine Inspection Bureau, Inc; SPIB (GR).
- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: S-dry or MC19.

2.3 CONSTRUCTION PANELS

- A. Wall Sheathing: PS 2 type.
 - 1. Bond Classification: Exposure 1.
 - 2. Grade: Structural I Sheathing.
 - 3. Span Rating: 24.
 - 4. Performance Category: 1/2 PERF CAT.

5. Edge Profile: Square edge.

2.4 ACCESSORIES

A. Fasteners and Anchors:

1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
2. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
3. Screws for Fastening Sheathing to Wood Framing: ASTM C 1002.

PART 3 EXECUTION

3.1 PREPARATION

- A. Coordinate installation of rough carpentry members specified in other sections.

3.2 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

3.3 INSTALLATION OF CONSTRUCTION PANELS

- A. Wall Sheathing: Secure with long dimension perpendicular to wall studs, with ends over firm bearing and staggered, using nails or screws.

END OF SECTION 06 10 00

PART 1 GENERAL

1.1 WORK INCLUDES

- A. Base Bid:
 - 1. Contractor Provide:
 - a. Finish carpentry items.

1.2 RELATED WORK

- A. Specified Elsewhere:
 - 1. 06 10 00 - Rough Carpentry: Support framing, grounds, and concealed blocking.
 - 2. 07 92 00 - Joint Sealants.
 - 3. 08 11 50 - Pre-Hung Exterior Doors.
 - 4. 09 90 00 - Painting: Finishing.

1.3 REFERENCE STANDARDS

- A. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards, 2nd Edition; 2014, with Errata (2016).
- B. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards; 2021, with Errata.
- C. HPVA HP-1 - American National Standard for Hardwood and Decorative Plywood; 2020.

1.4 SUBMITTALS

- A. See Section 01 33 23 - Shop Drawings, Product Data, & Samples for submittal procedures.
- B. Product Data:
 - 1. Provide profile and specifications for wood trim.
- C. Samples: Submit two samples of wood trim 4 inch long.

1.5 QUALITY ASSURANCE

- A. Quality Certification:
 - 1. Provide labels or certificates indicating that work complies with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade or grades specified.
 - 2. Provide designated labels on shop drawings as required by certification program.
 - 3. Provide designated labels on installed products as required by certification program.
 - 4. Submit certifications upon completion of installation that verifies this work is in compliance with specified requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver factory-fabricated units to project site in original packages, containers or bundles bearing brand name and identification.
- B. Store finish carpentry items under cover, elevated above grade, and in a dry, well-ventilated area not exposed to heat or sunlight.
- C. Protect from moisture damage.

PART 2 PRODUCTS

2.1 FINISH CARPENTRY ITEMS

- A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.

B. Interior Woodwork Items:

1. Casings, and Miscellaneous Trim: Clear white pine; prepare for paint finish.

2.2 FASTENINGS

- A. Adhesive for factory-fabricated units: Manufacturer's recommended adhesive for application.

2.3 ACCESSORIES

- A. Adhesive: Type recommended by fabricator to suit application.
- B. Wood Filler: Solvent base, tinted to match surface finish color.

2.4 FABRICATION

- A. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.
- B. Finger jointing in items to receive transparent finish is not allowed.

2.5 FINISHING

- A. Sand work smooth and set exposed nails and screws.
- B. Apply wood filler in exposed nail and screw indentations.
- C. On items to receive transparent finishes, use wood filler that matches surrounding surfaces and is of type recommended for the applicable finish.
- D. Finish work in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), Section 5 - Finishing for grade specified and as follows:
1. Opaque:
 - a. System - 1, Lacquer, Nitrocellulose.
 - b. Color: As selected by Architect.
 - c. Sheen: Flat.
- E. See Section 09 90 00 - Painting for field finishing.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify adequacy of backing and support framing.

3.2 INSTALLATION

- A. Install custom fabrications in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade indicated.
- B. Set and secure materials and components in place, plumb and level.
- C. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim to conceal larger gaps.

3.3 PREPARATION FOR SITE FINISHING

- A. Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth.

3.4 TOLERANCES

- A. Maximum Variation from True Position: 1/16 inch.

B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch.

END OF SECTION 06 20 00

PART 1 GENERAL

1.1 WORK INCLUDES

- A. Base Bid:
 - 1. Contractor Provide:
 - a. Board insulation at exterior wall behind vinyl siding wall finish.

1.2 RELATED WORK

- A. Specified Elsewhere:
 - 1. 06 10 00 - Rough Carpentry.
 - 2. 07 40 00 - Preformed Vinyl Siding.

1.3 REFERENCE STANDARDS

- A. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus; 2017.
- B. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2019.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2016.
- D. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials; 2022.

1.4 SUBMITTALS

- A. See Section 01 33 23 - Shop Drawings, Product Data, & Samples, for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.

1.5 FIELD CONDITIONS

- A. Do not install insulation when temperature or weather conditions are detrimental to successful installation.

PART 2 PRODUCTS

2.1 APPLICATIONS

- A. Insulation Over Exterior Sheathing behind vinyl siding: Extruded polystyrene (XPS) board.

2.2 FOAM BOARD INSULATION MATERIALS

- A. Extruded Polystyrene (XPS) Board Insulation: Complies with ASTM C578 with cut face and plastic film facer surfaces.
 - 1. Flame Spread Index (FSI): Class A - 0 to 25, when tested in accordance with ASTM E84.
 - 2. Smoke Developed Index (SDI): 450 or less, when tested in accordance with ASTM E84.
 - 3. Type and Thermal Resistance, R-value: Type XII, 4.6 (0.81) per 1 inch thickness at 75 degrees F mean temperature.
 - 4. Board Edges: Square.

2.3 ACCESSORIES

- A. Nails or Staples: Steel wire; electroplated or galvanized; type and size to suit application.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation.
- B. Verify substrate surfaces are flat, free of irregularities.

3.2 BOARD INSTALLATION AT EXTERIOR WALLS

- A. Install boards horizontally on walls.
 - 1. Install in running bond pattern.
 - 2. Butt edges and ends tightly to adjacent boards and to protrusions.
- B. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane.

3.3 PROTECTION

- A. Do not permit installed insulation to be damaged prior to its concealment.

END OF SECTION 07 21 00

PART 1. GENERAL

1.1 WORK INCLUDES

A. Base Bid:

1. Contractor Provide: Preformed vinyl siding, including vinyl trim mouldings, and accessories as indicated on the drawings.

1.2 RELATED WORK

A. Specified Elsewhere:

1. 06 10 00 - Rough Carpentry.
2. 07 21 00 - Thermal Insulation.
3. 07 46 00 - Metal Cladding.
4. 07 60 00 - Flashing and Sheet Metal.
5. 07 92 00 - Joint Sealant.

1.3 QUALITY ASSURANCE

A. Materials Standards: Vinyl materials shall comply with the standards set by the following agencies and codes and meet their approval:

1. I.C.O.B.O.
2. B.O.C.A.
3. S.B.C.C.
4. HUD-FHA 653
5. NBS PS58-72

1.4 SUBMITTALS (IN ACCORD WITH 01 33 23)

- A. Product Data: Submit complete specification data on materials proposed for use; this information shall accompany the proposal.
- B. Samples: Submit two (2) sets of siding and related materials samples for review for color and texture selection by the Architect.

1.5 GUARANTEES

A. Vinyl Siding Materials:

1. Contractor: One (1) year; labor and materials.
2. Manufacturer: Three (3) year full material warranty; thirty-seven (37) year limited (pro-rated) material warranty.

PART 2. PRODUCTS

2.1 MATERIALS

- A. Vinyl Siding Materials: Extruded, postformed, solid color throughout, polyvinyl chloride with an average thickness of .044" and in compliance with ASTM D3679 Specification for rigid PVC siding. The panels shall be of interlocking design with square or rounded edges and the nailing hem isolated from the face of the panel by the lock. Panels shall have textured or woodgrain surface finish with double 5" dutch lap exposure horizontal, and supplied in manufacturer's standard lengths. Provide PVC moldings of matching colors and quality. Materials shall have a flame spread of 20 or less as per fire hazard classification established by Underwriter's Laboratories, Inc.

1. Color shall be selected from Siding Manufacturers standard line to match PHA standards. Assume one (1) color will be selected for all buildings in contract.

2. The following manufacturers for vinyl siding shall be utilized to match PHA standard:
 - a. Ply Gem Siding Group; Variform "Camden Pointe". Color: "Flint".
3. Fasteners: 2 1/2" minimum length with 1/4" or 3/8" head; aluminum or zinc coated or ring shank nails.

B. Accessories

1. Siding Accessories: Provide starter strips, edge trim, corner cap, and other items as recommended by siding manufacturer for building configuration.
 - a. Provide accessories made from same material as adjacent siding, unless otherwise indicated.
 - b. Provide accessories matching color and texture of adjacent siding, unless otherwise indicated.
2. Vinyl Accessories: Where vinyl accessories are indicated, provide integrally colored vinyl accessories complying with ASTM D3679 except for wind-load resistance.
 - a. Texture: Wood grain or texture to match siding.
3. Decorative Accessories: Provide the following types of decorative accessories as indicated:
 - a. Moldings and trim.

PART 3. EXECUTION

3.1 INSTALLATION

- A. Install vinyl materials in strict accord with Manufacturer's written instructions and as per information contained in "Rigid Vinyl Siding Application" prepared by the Thermoplastic Exterior Bldg. Prod. Division of the Society of the Plastics Industry, Inc., 50 Park Ave., N.Y., N.Y. 10017.
- B. In general observe the following basic rules of vinyl siding application:
 1. Nail or screw in center of slots.
 2. Do not nail or screw tightly.
 3. Do not face nail or screw.
 4. Leave a minimum of 1/4" clearance at all openings and stops to allow for normal expansion/contraction; in below freezing temperatures leave 3/8" minimum clearance.
 5. Do not pull horizontal siding panels up tight when applying; allow them to hang without strain.
 6. Install vinyl siding using specified fasteners thru sheathing into existing wood studs at approximately 16" o.c.
- C. Install drips, mouldings and trim at locations required or detailed. Fasten trim with non-corrosive fasteners as per Manufacturer's recommendations; allow proper spacing at trim for expansion/contraction of materials.

3.2 CLEAN UP

- A. Upon completion of installation of siding materials clean all surfaces removing all soils and sealant spills.

END OF SECTION 07 40 00

DIVISION 07 - THERMAL AND MOISTURE PROTECTION
SECTION 07 41 00 - PREFORMED FASCIA AND SOFFIT PANELS

PART 1. GENERAL

1.1 WORK INCLUDES

A. Base Bid:

1. Contractor: New metal fascia and soffit system as indicated on drawings.

1.2 RELATED WORK

A. Specified Elsewhere

1. 06 10 00 - Rough Carpentry.
2. 07 40 00 - Preformed Vinyl Siding.
3. 07 92 00 - Joint Sealants.

1.3 SUBMITTALS

A. Product Data: Submit Manufacturer's literature.

B. Samples: Colors for selection.

1.4 JOB CONDITIONS

- A. Before starting work, verify dimensions at building, clean and repair any adjoining work on which this system is dependent. Provide all trim, moldings, etc. for complete installation.

PART 2. PRODUCTS

2.1 MATERIALS

A. Metal components shall have color coated baked enamel finish. Color to match "Terratone" by Alisco as approved by Architect.

1. Soffit: Aluminum, 'V' groove type, perforated and non-perforated as per drawings, 9" or 12" wide panels cut into lengths as required (12 ft. max.). Joints between panels to be interlocking type with intermediate grooves on 12" panels. Aluminum .019" thickness.
2. Sealing Material: As recommended by the Soffit Manufacturer.
3. Fascia, Trim and Support Sections: Aluminum .019" thick in color to match soffit and size as required on drawings.

PART 3. EXECUTION

3.1 INSTALLATION

A. Coordinate installation with construction sequences and protect finish from damage during other operations.

1. Install all components in accordance with Manufacturer's instructions using non-corrosive fasteners.

B. Upon completion, clean all metal in accordance with Manufacturer's printed instructions.

END OF SECTION 07 41 00

PART 1. GENERAL

1.1 WORK INCLUDES

A. Base Bid:

1. Contractor Provide: All metal cladding work as shown on the drawings.
 - a. Cladding of exterior wood.

1.2 RELATED WORK

A. Specified Elsewhere:

1. 06 10 00 - Rough Carpentry.
2. 07 40 00 - Preformed Vinyl Siding.
3. 07 41 00 - Preformed Fascia and Soffit Panels.
4. 07 92 00 - Joint Sealants.

1.3 QUALITY ASSURANCE

- A. Conform to profiles and sizes shown, and comply with "Architectural Sheet Metal Manual" by SMACNA, for each general category of work required.

1.4 SUBMITTALS (In Accord with 01 33 23)

- A. Manufacturer's Data: Submit specification, installation instructions and general recommendations by the Manufacturer of color coated sheet metal materials. Include published data or certified test data for each material showing compliance with the requirements.
- B. Color Samples.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Protect sheet metal materials during delivery, storage and handling.

PART 2. PRODUCTS

2.1 MATERIALS

- A. Aluminum Sheet: ASTM B209 alloy as standard with manufacturer for finish required.
1. Surface: Smooth, flat.
 2. Exposed Coil-Coated Finish: Baked-on enamel or vinyl-coated factory finish.
 - a. Color: As selected by Architect (2 colors possible).
 - b. Concealed Finish: Manufacturer's standard white or light-colored acrylic or polyester backer finish.
 3. Thickness: 0.024 inch (minimum).

2.2 FABRICATION

A. General

1. Obtain field measurements for accurate fit before shop fabrication.
2. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks.
3. Fabricate nonmoving seams with flat-lock seams. Rivet joints where necessary for strength.

PART 3. EXECUTION

3.1 PREPARATION

- A. Before starting work, verify dimensions at building. Correct any unsatisfactory substrate conditions in areas to receive new work.

3.2 INSTALLATION

- A. Separate dissimilar metals and separate from contact with other corrosive materials by compatible material providing a permanent separation.
 - 1. All treated wood scheduled for cladding shall be covered with one layer of at least 15 lbs felt prior to application of cladding.
- B. Provide metal accessories, including clips, fasteners, etc. as required for installation of work, matching or compatible with material being installed, non-corrosive, size and gage as required for performance.
- C. Coordinate installation of metal cladding with construction sequence for other work and protect metal from damage during other operations.

END OF SECTION 07 46 00

DIVISION 07 - THERMAL AND MOISTURE PROTECTION
SECTION 07 60 00 - FLASHING AND SHEET METAL

PART 1. GENERAL

1.1 WORK INCLUDES

- A. Base Bid: Sheet metal work as shown on the drawings, including but not limited to:
 - 1. Seamless aluminum gutters and downspouts, including leaf guards.

1.2 RELATED WORK

- A. Specified Elsewhere:
 - 1. 07 41 00 - Preformed Fascia and Soffit Panels.
 - 2. 07 92 00 - Joint Sealants.

1.3 QUALITY ASSURANCE

- A. Conform to profiles and sizes shown, and comply with "Architectural Sheet Metal Manual" by SMACNA, for each general category of work required.

1.4 SUBMITTALS

- A. Product Data, Flashing and Sheet Metal: Submit copies of specification, installation instructions and general recommendations by the Manufacturer of color coated flashing and sheet metal materials. Include published data or certified test data for each material showing compliance with the requirements.
- B. Color Samples.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Protect sheet metal materials during delivery, storage and handling.

PART 2. PRODUCTS

2.1 MATERIALS

- A. Seamless Guttering and Downspouts: Fabricate of .027" thick aluminum with baked-on enamel factory finish in standard finish and profile. Provide all matching accessories including end caps, connectors, fascia brackets, elbows, outlets, screens, etc. for complete system. Color shall be white.
 - 1. Gutter shall be 5 inch, K-style.
 - 2. Downspouts shall be 2" x 3".
 - 3. Leaf guards shall be continuous, removable leaf screen with sheet metal frame and hardware cloth or perforated metal screen.
 - a. Shur-Flo by U.S. Aluminum, Inc.
 - b. E-Z Gutter Guards by Midwest Enterprises.
 - c. An Approved Equal.

PART 3. EXECUTION

3.1 PREPARATION

- A. Before starting work, verify dimensions at building. Correct any unsatisfactory substrate conditions in areas to receive new work.

3.2 INSTALLATION

- A. Coordinate installation of sheet metal with construction sequence for other work and protect metal from damage during other operations.
- B. Separate dissimilar metals and separate from contact with other corrosive materials, by a 15-mil coating of bituminous mastic (FS TT-C-494) or other permanent separation.

- C. Provide metal accessories, including clips, straps, brackets, devices, etc. as required for installation of work, matching or compatible with material being installed, non-corrosive, size and gage as required for performance.
- D. Gutters: Join section with riveted-and-soldered or lapped-and-sealed joints. Attach gutter to eave with gutters hangers spaced as required for gutter size, but not more than 24 inches o.c. using manufacturer's standard fasteners. Provide end closures and seal watertight with sealant.
 - 1. Anchor gutter with straps spaced not more than 24 inches on center to fascia and loosely lock to front of gutter bead.
 - 2. Install continuous gutter screens on gutters with noncorrosive fasteners, removable for cleaning gutters.
 - 3. Provide thermal expansion joints as recommended by gutter manufacturer and as shown on the drawings.
 - a. Expansion joints shall be created by installing 2 end closures spaced 1/2" apart and properly sealed. Install a sheet metal cover trim over the gap separating the end closures and attach to one end closure only. The sheet metal cover trim shall be oversized by 1/2" to allow movement at the other end closure.
- E. Downspouts: Joint sections with 1-1/2 inch telescoping joints. Provide fasteners designed to hold downspouts securely; locate fasteners at top and bottom and at approximately 72 inches o.c. in between (maximum).
- F. Seal all metal joints water-tight.

END OF SECTION 07 60 00

PART 1 GENERAL

1.1 WORK INCLUDES

- A. Base Bid: Sealing and caulking of joints, joint fillers, accessories and sealant for application of materials to substrates as shown on the drawings and herein specified.

1.2 RELATED WORK

- A. Specified Elsewhere:
 - 1. 01 23 00 - Alternate Bids.
 - 2. 07 40 00 - Preformed Vinyl Siding.
 - 3. 07 41 00 - Preformed Fascia and Soffit Panels.
 - 4. 07 46 00 - Metal Cladding.
 - 5. 07 60 00 - Flashing and Sheet Metal.
 - 6. 09 90 00 - Painting

1.3 REFERENCE STANDARDS

- A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer; 2015.
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- C. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016.
- D. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants; 2008 (Reapproved 2012).

1.4 SUBMITTALS

- A. See Section 01 33 23 - Shop Drawings, Product Data, & Samples, for submittal procedures.
- B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
- C. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.

1.5 PROJECT/SITE CONDITIONS

- A. Environmental Conditions:
 - 1. Weather: Do not install products during adverse weather conditions.
 - 2. Temperature: Ensure that surface and ambient temperatures are within the range recommended by the Manufacturer.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.
 - 1. BASF Construction Chemicals-Building Systems: www.buildingsystems.basf.com.
 - 2. Dow Corning Corporation: www.dowcorning.com.
 - 3. Pecora Corporation: www.pecora.com.
 - 4. Tremco Global Sealants: www.tremcosealants.com.
 - 5. Sika Corporation: www.usa-sika.com.
 - 6. W.R. Meadows, Inc: www.wrmeadows.com.

7. An approved equal.

2.2 JOINT SEALANT APPLICATIONS

A. Scope:

1. Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items.
 - a. Joints between door, window, and other frames and adjacent construction.
 - b. Joints between different exposed materials.
 - c. Openings below ledge angles in masonry.
 - d. Other joints indicated below.
2. Interior Joints: Do not seal interior joints unless specifically indicated to be sealed. Interior joints to be sealed include, but are not limited to, the following items.
 - a. Wood trim to adjacent wall surfaces.
 - b. Joints between finish carpentry, finish trim, and wall surfaces.
 - c. Other joints indicated below.

B. Type S-1 - Exterior Joints: Use non-sag non-staining silicone sealant, unless otherwise indicated.

C. Type S-2 - Interior Joints: Use non-sag mildew-resistant silicone sealant, unless otherwise indicated.

2.3 NONSAG JOINT SEALANTS

A. Type S-1 - Non-Staining Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.

1. Movement Capability: Plus and minus 50 percent, minimum.
2. Non-Staining To Porous Stone: Non-staining to light-colored natural stone when tested in accordance with ASTM C1248.
3. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
4. Color: To be selected by Architect from manufacturer's standard range.
5. Cure Type: Single-component, neutral moisture curing.
6. Manufacturers:
 - a. Dow Chemical Company; 790 Silicone Building Sealant: consumer.dow.com/en-us/industry/ind-building-construction.com.
 - b. Pecora Corporation; 890 Silicone: www.pecora.com.
 - c. Tremco; Spectrem 1:
 - d. An Approved Equal.

B. Type S-2 - Mildew-Resistant Silicone Sealant: ASTM C920, Grade NS, Uses M and A; single component, mildew resistant; not expected to withstand continuous water immersion or traffic.

1. Color: To be selected by Architect.
2. Manufacturers:
 - a. Pecora Corporation; AC20: www.pecora.com.
 - b. Sika Corporation; Sikasil GP: www.usa-sika.com.
 - c. Tremco; Temsil 200.
 - d. An Approved Equal.

2.4 ACCESSORIES

A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.

1. Closed Cell and Bi-Cellular: 25 to 33 percent larger in diameter than joint width.

- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Joint Cleaner: Non-corrosive and non-staining type, type recommended by sealant manufacturer; compatible with joint forming materials.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

3.2 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.3 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Install bond breaker backing tape where backer rod cannot be used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- E. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- F. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

END OF SECTION 07 92 00

PART 1. GENERAL

1.1 WORK INCLUDES

A. Base Bid:

1. Contractor Provide: Pre-hung metal wrapped wood door with frame and exterior trim.

1.2 RELATED WORK

A. Specified Elsewhere:

1. 06 20 00 - Finish Carpentry.
2. 08 39 00 - Screen & Storm Doors.
3. 08 70 00 - Builders Hardware.
4. 09 90 00 - Painting.

1.3 QUALITY ASSURANCE

- A. Qualifications of Manufacturer: Provide galvanized steel, insulated, primed doors and wood frames by a single firm specializing in production of this type of work.

1.4 REFERENCES

- A. Specified references, or cited portions thereof, current at the date of bidding documents unless otherwise specified, govern the work. In conflict between referenced standards and contract documents, notify Architect immediately. Confirm notification in writing. Do not proceed with the work until the Architect issues written instructions.
- B. 2021 International Energy Conservation Code (IECC).

1.5 PERFORMANCE REQUIREMENTS

- A. Doors and frames shall have a U-factor not to exceed 0.35.

1.6 SUBMITTALS: (In accord with 01 33 23)

- A. Shop Drawings: With Manufacturer's standard details and specifications for wood doors and frames, and associated hardware, submit shop drawings showing application to project.
- B. Door Schedule: Use same reference designations indicated on drawings in preparing schedule for door and frames.
- C. Provide certification that door units meet the requirements of 1.4.B. of this section.

1.7 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver door and frame cartoned or crated to provide protection during transit and job storage. Store in conditioned space to avoid warping.

PART 2. PRODUCTS

2.1 MATERIALS

- A. Anchors and Accessories: Manufacturer's standard units.
- B. Doors: 1 - 3/4 inch thick, primed, galvanized steel, insulated;
1. Provide manufacturers insulated glass inserts at locations scheduled.
 - a. Thickness: 1/2" Double Pane.
 - b. Style: As shown on the drawings.
 2. Manufacturers:
 - a. Masonite Sta-Tru HD Wood Edge Prefinished Steel Entry Doors.

- b. An approved equal.
- C. Frames: Minimum 3/4-inch-thick prefinished composite frame with integral stop, with matching exterior brick mold.
 - 1. Fabricate frames with door stops having an integral weatherstrip.
 - 2. Manufacturers:
 - a. Masonite.
 - b. An Approved Equal.
- D. Hardware: Provide Manufacturer's standard hinges (minimum of three per leaf), jamb weatherstripping, threshold, door sweep, and corner seals.
 - 1. Thresholds shall meet IAC and ADA requirements for accessibility at all units.
 - a. Provide size and profile as detailed on the drawings.
 - 2. Hardware finish shall be BHMA 626, Satin Chrome.
 - 3. Prep door for lock hardware as specified in section 08 70 00. Frame shall be prepared for full-lip strike.

2.2 FABRICATION

- A. Fabricate units to be rigid, neat in appearance, and free from defects, warp or buckle.

PART 3. EXECUTION

3.1 INSTALLATION

- A. Install door and frame units in accordance with Manufacturer's instructions and final shop drawings.
- B. Install unit plumb, square in the opening, without binding on threshold or frame.
- C. Installed unit shall have equal reveals at jamb and shall fully seal the weatherstripping at jambs and sweep at threshold.

3.2 ADJUST AND CLEAN

- A. Touch-up prime coat immediately after erection, sand smooth any damaged areas prior to application of a compatible air-drying prime paint.
- B. Check and readjust operating finish hardware items.

END OF SECTION 08 11 50

PART 1. GENERAL

1.1 WORK INCLUDES

A. Base Bid:

1. Contractor Provide:
 - a. New vinyl-coated-wood core laminated storm doors with frames, hardware, "self-storing" screen panels & glazed panels.
 - b. All anchors, nuts, bolts & fillers.
 - c. All related trim.

1.2 RELATED WORK

A. Specified Elsewhere:

1. 08 11 50 - Pre-Hung Exterior Doors.
2. 08 70 00 - Builders Hardware.

1.3 QUALITY ASSURANCE

- A. Manufacturer: Provide storm door units produced by a single fabricator, (for each type of door specified), capable of showing prior successful production of units similar to those required.

1.4 REFERENCES

- A. Standards: All storm doors shall meet or exceed all applicable requirements for air infiltration, water resistance and structural loading when tested in accordance with AAMA/ANSI Specifications 1102.5.
- B. Regulatory Requirements: Comply with ANSI Z97.1 and the Safety Glazing Materials Act, State of Illinois.

1.5 SUBMITTALS (In Accord with 01 33 23)

A. Submit shop drawings and product data, for each type of door specified including:

1. Exploded view of manufactured door.
2. Indicate fabrication of all parts, metal thickness, installation details, fastening and sealing.
3. Include sections of typical members and details of latching devices.
4. Manufacturer's recommended installation and maintenance procedures.
5. Glazing and screen panels.

B. Color samples.

1.6 PRODUCT HANDLING

- A. All materials shall be delivered, stored, handled and installed so as not to be damaged or deformed.
- B. All doors shall be stored under weathertight coverings or, otherwise kept out of the weather.

1.7 JOB CONDITIONS

- A. Contractor shall be responsible for obtaining all field measurements and for verifying all field conditions.

1.8 WARRANTY

- A. Guarantee: Provide Manufacturer's Standard Five-Year Guarantee, in duplicate, agreeing to replace any screen and storm doors found to be defective during that period.

PART 2. PRODUCTS

2.1 Acceptable Manufacturers and Model:

- A. Self-Storing Storm Doors:

1. Larson Model 298 or an approved equal.

2.2 MATERIALS/FABRICATION

A. Vinyl-Faced Wood Core Door:

1. The basic structure shall be a laminated core consisting of vinyl facing laminated to each side of 1" thick, moisture-resistant wood core. Vinyl facing shall have no seams on exterior side of core.
2. Frame Components: All frame and trim components shall be 6063 T5/T6 aluminum extrusions; minimum wall thickness shall be .050" + .005". Finish to be electrostatically-applied/baked-on enamel.
 - a. Window units shall be factory installed with locking-type interior trim to securely seal the unit into the door. An aluminum drain sill shall be (in addition to the protective core sealant) sealed in place at the sill area of the window opening to weep rain water to the outside and protect the core from moisture. The door shall have .050" wall thickness Z-bars attached for mounting the door unit in the building opening. Z-bars to be weatherstripped with non-absorbent pile. The top Z-bar shall be shaped to serve as a drip cap above the door.
3. Window Unit Construction: An aluminum window unit with one self-storing glass inserts shall be factory installed and fitted to the completed door unit. All window master frame components shall be .050 wall thickness, miter-sawed, mechanically fastened with stainless steel screws and joint sealant at sill area. All glass panels shall be .050 wall thickness aluminum extrusion with mitered corners, metal keyed and mechanically crimped corners. Glass shall be tempered safety glass. Glazing method shall be flexible vinyl weatherstrip with wrap-around marine type extrusion. Screen panel shall roll into the frame of the door. All panel latches and tilt keys shall be zinc die-cast metal. Window sill area shall be sloped and weep-holed to the exterior to allow water drainage.
4. Weatherstrip: The door shall be sealed against Z-bar trim with weatherstripping. An adjustable 2" aluminum extruded expander with a flexible vinyl weatherstrip shall be field adjusted to seal the door along irregular thresholds.
5. Hardware: The hardware kit shall consist of a push-button latch with a lock from the inside, one heavy-duty closer, a safety chain with hold-up chain and all necessary screws and fasteners to complete the installation. Door shall be factory pre-hung with aluminum concealed hinges installed in Z-bar trim.

2.3 FINISH/DESIGN

- A. Vinyl-Clad-Wood Core Doors: Doors and frames furnished under this specification shall be prefinished with exposed surfaces of all members cleaned and free from serious surface blemishes.
- B. Finish color to be selected by the PHA from the Manufacturer's standards. There will be one color selected for use on this project.

2.4 MAINTENANCE

- A. The doors shall be constructed so that it shall not be necessary under normal conditions, to remove the doors from their installed position to reglaze or rescreen. Glazed sash and glazing materials shall be designed to permit reglazing without special tools.

PART 3. EXECUTION

3.1 PREPARATION

A. Openings:

1. Prepare openings for receiving doors and frames. Provide smooth surface, blocking (treated), etc., for proper base for anchoring work.

3.2 INSTALLATION

- A. Comply with Manufacturer's instructions and recommendations for installation of storm door units, hardware accessories, and other components of work.
- B. Set units plumb, level, and true to line, without warp or rack of frames or sash. Provide proper support and anchor securely in place. Refer to Section 07 92 00 for joint fillers and sealants required for installation.
 - 1. Install sealant to accomplish a weather-tight installation between the perimeter of the door frame and the underlying or surrounding construction.
 - 2. Hardware accessories mounted to metal door frame with machine screw in holes drilled and tapped in field, self tapping screws will not be permitted.

3.3 ADJUST AND CLEAN

- A. Adjust operating sash and hardware to provide smooth operation with tight, weatherproof closure. Lubricate hardware and moving parts.
 - 1. Adjust doors for proper weatherstrip contact and seal in accordance with the manufacturer's instructions.
- B. Clean surfaces promptly after installation, exercising care to avoid damage to protective coatings and finishes. Remove excess glazing and sealant compounds, dirt and other substances.
- C. Clean glass of glazed panels promptly after installation.
- D. Institute protection required through remainder of construction period, to ensure that storm door units will be without damage or deterioration (other than normal weathering) at time of acceptance.

END OF SECTION 08 39 00

PART 1. GENERAL

1.1 WORK INCLUDES

A. Base Bid:

1. Contractor to provide and install door hardware, including:
 - a. Finish hardware.
 - b. Reinstallation of existing locksets.
 - c. Hardware schedule.
 - d. Installation of hardware.

1.2 RELATED WORK

A. Specified Elsewhere:

1. 08 11 50 - Pre-Hung Exterior Doors.
2. 08 39 00 - Screen & Storm Doors.

1.3 QUALITY ASSURANCE

- A. Manufacturer: Obtain each kind of hardware (latch and lock sets, hinges, etc.) from only one manufacturer, although several may be indicated as offering products complying with requirements.
- B. Supplier: A recognized builders' hardware supplier who has been furnishing hardware for a period of not less than 5 years, and who is, or employs an experienced hardware consultant who is available, at reasonable times during the course of the work, for consultation about project's hardware requirements.

1.4 REFERENCES

- A. Standards: Where cited, and except as modified by Project Specifications, applicable Standards of following organizations apply.
 1. American Society for Testing and Materials (ASTM).
 2. American National Standards Institute (ANSI).
 3. Builders Hardware Manufacturers Association (BHMA).
 4. National Builders Hardware Association (NBHA).
 5. U.S. Department of Housing and Urban Development, Uniform Federal Accessibility Standards, FED-STD-795.

1.5 COORDINATION

- A. Installation Templates: Distribute for doors, frames, and other work specified to be factory prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.

1.6 SUBMITTALS

- A. Hardware Schedule: In accord with 01 33 23 submit Complete Hardware Schedule including all miscellaneous items. Give openings by door number and location, manufacturer's names, catalog numbers, keying information, materials and finish.
- B. Product Data: Submit manufacturers data with schedule illustrating each hardware item being furnished.

1.7 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Delivery: Deliver all items in Manufacturer's original package. Each item individually packaged and carefully marked for intended opening and use. Each item complete with all necessary screws, bolts, keys, instructions, and where necessary, installation templates.

- B. Storage: Store off floor in dry area of building out of way of other work in progress. Provide maximum protection against loss and damages by providing secure lock-up for hardware stored at project.
- C. Handling: Handle all items in a manner to prevent damage. Marred, defaced, damaged and defective items will be rejected.

PART 2. PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturer's catalog numbers are used to establish quality required:

2.2 MATERIALS AND FABRICATION

A. General:

- 1. Finish all exposed fastenings to match items fastened. Make fastenings of same metal as item fastened, except use brass or stainless steel for aluminum items.
- 2. Manufacture items for application to metal to template and furnish with machine screws.
- 3. Furnish items for application to concrete or masonry with machine screws and expansion shields.
- 4. Furnish items for application to wood with wood screws.
- 5. Provide screws for items applied on wall finishes of sufficient length to provide solid connection to framing backing behind finish material.

B. Finish and Base Material Designations: Comply with BMHA 156.18.

- 1. Where base material and quality of finish are not otherwise indicated, provide at least the commercially recognized quality (BHMA 1301), in general, finish shall be BHMA 626, Satin Chrome, unless specified otherwise.

C. Hinges: By Door Manufacturer. See Section 08 11 50.

D. Cylindrical Locks and Latches: Reinstall existing lockset..

E. Jamb Reinforcing Plate for Storm Doors:

- 1. Ultra Jamb Reinforced by Structural Protective Products or and approved equal.

F. Thresholds and Saddles: By Door Manufacturer: See Section 08 11 50.

G. Door Bottom Seal: By Door Manufacturer: See Section 08 11 50.

H. Weatherstripping: By Door Manufacturer: See Section 08 11 50.

I. Door Viewer: One-way Type, non-removable with solid brass body. 150 degree angle of view.

1. Manufacturers:

- a. Baldwin: 0155
- b. Hager: 1755
- c. Rockwood: 620
- d. An Approved Equal.

J. Strike: ANSI full-lip strike plate compatible with specified door frames and trim (See Section 08 11 50) and existing locksets.

PART 3. EXECUTION

- 3.1 PREPARATION: Examine all doors, frames and hardware for damage, defects and suitability for intended use. Restore all parts or items found damaged, defective or inadequate, or replace with good material, before installation.
- 3.2 INSTALLATION
- A. Fitting: Fit all hardware accurately and properly. Remove exposed parts until after Painter's finishing is completed, then reinstall. Securely fasten all fixed parts. Fit faces of mortised parts snug and flush. Make sure operating parts move freely and smoothly without binding, sticking or excessive clearance.
- B. Adjusting and Finishing: After work has been otherwise completed, examine all hardware for complete and proper installation. Lubricate bearing surfaces of moving parts. Adjust latching and holding devices to proper function. Test keys for conformance to approved keying system. Clean all exposed surfaces, check for surface damage and polish.
- C. Thresholds: All thresholds in exterior doors shall be set in a full bed of sealant.
- 3.3 DEFECTIVE WORK: Where hardware is found defective in materials or installation, rework, restore, replace or otherwise correct as directed.
- 3.4 HARDWARE SCHEDULE
- A. Provide hardware conforming to Project Specifications, in sets according to following schedule:
1. Group 1: Storm Doors
All Hardware by Door Manufacturer
 2. Group 2: Typical Unit Entrance Doors
Each to Have
Reinstall Existing Lockset
1 Strike Plate
1 Door Viewer
1 Jamb Reinforcing Plate
Balance of Hardware by Door Supplier - Section 08 11 50
 3. Group 3: Accessible Unit Entrance Doors
Each to Have
Reinstall Existing Lockset
1 Strike Plate
2 Door Viewers
1 Jamb Reinforcing Plate
Balance of Hardware by Door Supplier - See Section 08 11 50

END OF SECTION 08 70 00

PART 1. GENERAL

1.1 WORK INCLUDES

A. Base Bid:

1. Contractor Provide:
 - a. Surface preparation.
 - b. Painting exposed surfaces of:
 - 1) Metal-clad doors
 - 2) Interior wood trim and surfaces.
 - 3) Other miscellaneous painting as noted on the drawings.

B. Work Not Included:

1. Finish hardware.
2. Concealed wood blocking.
3. Factory Prefinished Surfaces (prefinished means totally finished and does not include surfaces that are shop/factory primed).
4. Non-ferrous metals.
5. Concealed ductwork, conduits, piping, etc.

1.2 RELATED WORK

A. Specified Elsewhere:

1. 06 20 00 - Finish Carpentry.
2. 07 92 00 - Joint Sealants.
3. 08 11 50 - Pre-Hung Exterior Doors

B. Performed by Others:

1. Shop priming of painted metal fabrication components.

1.3 QUALITY ASSURANCE

- A. Unsuitability of Materials: No claim by Contractor concerning unsuitability of same material specified, or his ability to produce first class work with same, will be entertained unless such claim is made in writing to the Architect prior to starting work.

1.4 REFERENCES

- A. Manufacturer's Catalogs: The Acceptable Manufacturer's catalogs, current at date of bidding documents, are incorporated by reference to the same force and effect as if repeated herein at length.

1.5 SUBMITTALS

- A. In Accord with 01 33 23:
- B. Color Charts: Three (3) sets of color selection charts for each type of paint or stain proposed for use.
- C. Product Data: For each type of product. Include preparation requirements and application instructions.

1.6 PRODUCT HANDLING

- A. Delivery: Deliver all material to site in Manufacturer's original containers with labels intact and seals unbroken. Store in locked, well ventilated space as directed. Receive, open and mix all paint in this space. Keep storage clean and neat. Remove "paint" rags and dispose of daily. Take all precautions to avoid fires.

1.7 ENVIRONMENTAL CONDITIONS

- A. Paint surfaces only when they are free from moisture. Do not paint exterior surfaces less than 72 hours of actual drying after a rain, nor during periods of dew or fog unless specifically approved by Paint Manufacturer. Properly dry all surfaces before painting. Do not paint when ambient temperature is below 50o F.

1.8 SCAFFOLDING AND PROTECTION

- A. Provide and maintain all scaffolding, staging, ladders, planks, and drop cloths required for proper execution of the work. Remove when no longer needed. If necessary, temporarily remove such items to avoid interference with work of and/or staining due to painting operations. Properly protect all painted and finished surfaces subject to damage or defacement due to other work on building(s). Contractor will be responsible for operations, or by his failure to provide and maintain proper protection from damage.

PART 2. PRODUCTS

2.1 MANUFACTURERS

- A. Materials are specified by brand names to establish quality standard. Do not deliver any but approved material to job. "Paint" includes enamel finish coats, primers, etc. Provide all products from one single manufacturer.
 - 1. Provide best quality grade of various types of coatings regularly manufactured and available from Sherwin-Williams Paint stores. Contractor shall use products herein specified to coordinate with products used by the Housing Authority.

2.2 MATERIALS

- A. Prime Coats for Paint: Paint all exposed surfaces one coat. Note: Where surfaces have been shop/factory primed, spot prime to touch-up damaged surfaces. Completely prime all previously unpainted surfaces.
 - 1. Metal Surfaces:
 - a. Interior and Exterior:
 - 1) Sherwin-Williams ProCryl Universal Acrylic Primer
 - 2. Wood Surfaces (Painted):
 - a. Interior:
 - 1) Sherwin-Williams Premium Wall & Wood
 - 3. Gypsum Board:
 - a. Interior:
 - 1) Sherwin-Williams Contractor's Series Primer (B28WF162)
- B. Finish Coats for Paint: Paint all scheduled new and existing exposed surfaces with two finish coats unless otherwise indicated.
 - 1. Metal Surfaces:
 - a. Interior and Exterior:
 - 1) Sherwin-Williams Pro Industrial DTM Acrylic Egg-Shell
 - 2. Wood Surfaces and Trim:
 - a. Interior (Painted):
 - 1) Sherwin-Williams Contractor's Series Eggshell (B20WF551)
 - 3. Gypsum Board:
 - a. Interior:
 - 1) Sherwin-Williams Contractor's Series Eggshell (B20WF551)
- C. Materials for General Use:
 - 1. Shellac: Type 1, bleached, No. 4, cut with pure grain alcohol, ASTM D207.
 - 2. Thinner: Follow Manufacturer's recommendation for respective product.

3. Linseed Oil: Pure first quality, ASTM D260.
4. Putty: Pure linseed oil putty of standard manufacture, with sufficient varnish, thoroughly mixed to prevent possibility of shrinkage. Match final color of adjoining surfaces.
5. Filler: Solvent based, non-shrink type of standard manufacturer. Match final finish color of adjoining surfaces.
6. Coloring: Use tinting colors recommended by Paint Manufacturer for intended purpose.

PART 3. EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 1. Wood: 15 percent.
 2. Gypsum Board: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- E. Proceed with coating application only after unsatisfactory conditions have been corrected.
 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 SURFACE PREPARATION

- A. General:
 1. Do not start painting or finishing until surfaces are in proper condition in every respect. Do not paint or finish surfaces that cannot be properly prepared by Painter until they are rectified, unless otherwise directed.
 2. Make sure all surfaces are thoroughly dry before painting.
 3. Patch holes, cracks and other defects in surfaces as recommended by Paint Manufacturer. Bring all areas to true even surfaces.
 4. Make sure all surfaces are free from dirt, dust and all other substances which might interfere with functioning and proper application of paint system.
 5. Before application of paint, all surfaces must be acceptable to and approved by the A/E.
 6. If a surface cannot be prepared or painted as specified, notify the A/E immediately in writing. Starting of work constitutes Contractor's acceptance of surfaces involved. Contractor shall replace all unsatisfactory work caused by improper or defective surfaces as directed.
 7. Except for factory/shop primed products, use prime and finish coats of same Manufacturer for any one paint system.

3.3 APPLICATION

- A. Painting - General:
 1. Hardware and Fixtures: Appropriate Contractors will remove hardware, hardware accessories, plates, lighting fixtures and similar items in place and replace same upon completion of each space. Mechanical and Electrical Contractors will disconnect heating and other equipment adjacent to walls to permit painting of wall surfaces. Upon completion of painting, they will replace and reconnect such items.
 2. Doors: Finish all surfaces and edges of all doors with specified materials.

3. Exposed Plumbing, Mechanical and Electrical Items: Unless otherwise directed, paint items without factory finish, such as conduits, pipes, grilles, registers, vents, access panels and other items of similar nature to match adjacent wall or ceiling surfaces. Paint visible surfaces behind vents, registers and grilles flat black. Wash exposed metal with solvent, prime and paint as specified for appropriate surface. Do not paint concealed conduits, piping or ducts.

B. Workmanship/Application:

1. Employ only skilled and experienced Painters, working under supervision of Capable Foreman. All workmanship must be highest quality, to the Architect's complete satisfaction. Apply all materials in accord with Manufacturer's current printed directions. Thin materials only for proper workability and only in compliance with such directions. Flow all materials on smoothly, without runs or sagging, and free from drips, ridges, laps and brush marks. Ensure that all coats are thoroughly dry before applying succeeding coats. Sand surfaces between coats as necessary to produce a smooth finish.
2. Painting includes all exposed surfaces of every member. Before installation, paint all parts which will be inaccessible after assembly. Priming includes all side, edges and end cuts.
3. No priming or painting of wood will be permitted on or in building(s) where concrete, masonry, or other "wet" operations are in process of installation, application or drying.
4. Apply filler, calking or spackle after surface is primed and primer is dry.
5. Do not paint drywall surfaces until joint and fastener treatment is thoroughly dry.
6. Do not apply finish coats on interior of building until building is completely closed in with windows and doors in placed and glazed, until all interior "wet" and dust producing work is complete and dry, and until heating and ventilating system(s) are in operation.
7. Make completed surfaces free of blistering, running, peeling, scaling, streaks and stains. Colors of all surfaces shall remain free from fading.

3.4 CLEAN UP

- A. Upon completion of the work, carefully inspect all painted surfaces. Clean and retouch as necessary or as directed. Leave all other surfaces clean and free from all paint, stain, splatterings, smears and smudges resulting from painting work.
- B. Remove all scaffolding, tools, equipment and temporary protection. Remove all surplus materials, containers, debris and rubbish resulting from painting operations and legally dispose of off site.

3.5 COLOR SCHEDULE

- A. Color selection will be furnished by the Architect.

END OF SECTION 09 90 00