



HURST-ROSCHÉ, INC.

## **PROJECT MANUAL**

### **Roof Replacements**

**David Morgan Commons, Anchorage Homes &  
Oak Tree Villas  
Granite City Housing Authority  
Madison County, Illinois  
HR# 280-0464**

### **PREPARED FOR:**

**Granite City Housing Authority  
2517 Nameoki Road  
Granite City, IL 62040**

**March 11, 2024**

**HURST – ROSCHÉ INC.**

No. 5 Bank Square

East St. Louis, Illinois 62203

(618) 398-0890

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Roof Replacements  
David Morgan Commons, Anchorage Homes & Oak Tree Villas  
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Madison County, Illinois  
HR# 280-0464

Date: March 11, 2024

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Project: **ROOF REPLACEMENTS  
DAVID MORGAN COMMONS, ANCHORAGE HOMES & OAK TREE VILLAS**

Owner: **GRANITE CITY HOUSING AUTHORITY  
2517 NAMEOKI ROAD  
GRANITE CITY, IL 62040**

Architect/Engineer:  
HURST-ROSCHÉ, INC.  
NO. 5 BANK SQUARE  
EAST ST. LOUIS, IL 62203

Date: **3/11/2024**

The Owner will receive sealed Bids until 10:00 AM local prevailing time on **Thursday the 21<sup>st</sup> day of March, 2024** at the Granite City Housing Authority 2517 Nameoki Road, Granite City, IL 62040.

Project description: Shingle roof replacements of 12 buildings at the David Morgan development, 8 buildings at the Anchorage Homes development, and 12 buildings at the Oak Tree Villas developments including related sheet metal items and accessories as indicated on the Drawings and Specifications.

Drawings and specifications will be available for viewing on the internet at: [www.hurst-rosche.com](http://www.hurst-rosche.com) or [projects@siba-agc.org](mailto:projects@siba-agc.org). The documents are being provided for reference purposes only. Bidders must obtain clean copies of the bid forms from the offices of Hurst-Rosche, Inc. by paying a non-refundable amount of \$10.00 to submit a bid for this project. Bidding Documents, Drawings and Specifications, may be examined by prospective bidders and material suppliers at the offices of Hurst-Rosche, Inc., and the following Plan Room: Southern Illinois Builders Association, 1468 Green Mount Road, O'Fallon, Illinois 62269.

**BID BONDS:** Each bid must be accompanied by a certified check, bank draft, U. S. Government Bonds at par value or a 5% bid bond secured by an approved surety company.

**BID SUBMISSIONS:** All bids must be submitted and signed on the Bid Forms furnished in the Bid Packet. Failure to do so may result in the rejection of your bid.

**HUD APPROVAL:** The work is to be funded by the U. S. Department of Housing and Urban Development (HUD), and the contract administered by the GCHA. HUD reserves the right to approve the contractor selected by the Authority.

The Owner reserves the right to accept or reject any or all Bids or any part thereof, to waive any informality in bidding, and to accept bids deemed most favorable to the Owner.

**GRANITE CITY HOUSING AUTHORITY**

Teri Lake, 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 —

[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.

# General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban  
Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 1/31/2027)

**Applicability.** This form is applicable to any  
construction/development contract greater than \$250,000.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. 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 75. 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. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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## 1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions 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.
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.

## 2. Contractor's Responsibility for Work

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

## 3. Architect's Duties, Responsibilities, and Authority

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

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, **Schedule** 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

of the work, and that it has investigated and satisfied itself

- (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

- (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 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 **Construction** 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

- (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 **Construction 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

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

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

#### 24. Prohibition Against Liens

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

#### Administrative Requirements

#### 25. Contract Period

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

#### 26. Order of Provisions

accordance with the terms and conditions of the

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

retain ten (10) percent of the amount of progress

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

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

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

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

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

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

**Name:**

**Title:**

**Date:**

- (f) Except as otherwise provided in State law, the PHA shall

payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

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

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

## 28. Contract Modifications

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

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

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

## 29. Changes

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

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- (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 **Convenience** 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

- (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 noncompliance 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 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

(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) 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.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

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#### 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 **Acts** 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

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 \$27 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. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>
  - (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.

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#### 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.

( ) 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.

## SUPPLEMENT TO THE GENERAL CONDITIONS

- A. The Contractor shall furnish all labor, material, equipment and services necessary to complete work as specified under this contract.
- B. The Contractor has no right to assign or subcontract the work under this contract of any part thereof to another party without the expressed written approval of the owner.
- C. The contractor will be required to begin work within 10 working days of receipt of written Notice to Proceed by the Owner.
- D. Payment under this contract will be partial payments at approximately 30-day intervals. Payment less 10% retainage will be made after submission of proper documents and receipt of funds from HUD. The Owner reserves the right to withhold payment for any work not completed in a proper workmanlike manner by notifying the Contractor of the action required to remedy the condition.
- E. *Drawings and specifications will be available for viewing on the internet at: [www.hurst-rosche.com](http://www.hurst-rosche.com). The documents are being provided for reference purposes only. Bidders must obtain clean bid form(s), from the offices of Hurst-Rosche, Inc. to submit a bid for this project.*
- F. Contractor is responsible for application, payment and obtaining all necessary permits and licenses required for the work specified in this contract.
- G. The Contractor is responsible for reproduction of plans and specifications at the contractor's expense.
- H. Under no circumstances shall trash or debris be allowed to accumulate on premises. All debris resulting from the work shall be removed by the contractor at the end of each work day.
- I. Before submitting their proposals, bidder shall carefully examine the drawings and specifications, visit the project site, and fully inform themselves as to the existing conditions. All bidders shall make their proposals to carry out and complete the work under such conditions and in strict accordance with the drawing, specifications, and local codes and ordinances.
- J. Contractor may be required to work between established hours of 7:30 a.m. to 5:30 p.m.
- K. The Contractor agrees to warrant the workmanship and materials of the Contract work against and defect for a period of one (1) year from date of Final Payment in the form of a Good Faith Agreement. Contracts exceeding \$100,000.00 will require both a Good Faith Agreement and a Warranty Bond for 100% of the contracted amount.
- L. Contractor is responsible for security of the buildings, materials, equipment and supplies related to this contract.
- M. Contractor will not be authorized to start work or gather materials related to this contract until receipt of written Notice of Award and Notice to Proceed from Owner.
- N. The Contractor or Subcontractor is prohibited from placing lien on the PHA's property.
- O. No vehicles will be allowed on non-street or non-parking areas of the property. Any damages created by construction vehicles, employee vehicles or delivery vehicles will be charged to the Contractor.
- P. At no time will any work be charged on an hourly rate or per hour basis.

Q. The Contractor shall provide liability insurance and worker compensation in full until completion of the Work. Fire, theft and windstorm insurance during the Work period shall be provided by the Contractor. Insurance shall be at the following minimum amounts:

1. Commercial General Liability
  - a. Each Occurrence \$ 1,000,000
  - b. Fire Damage \$ 100,000
  - c. Medical Expenses \$ 10,000
  - d. Personal & Adv Injury \$ 1,000,000
  - e. General Aggregate \$ 2,000,000
  - f. Product-Comp/Op Aggregate \$ 2,000,000
  - g. Auto Liability \$ 1,000,000
2. Excess Liability
  - a. Each Occurrence \$ 1,000,000
  - b. Aggregate \$ 1,000,000
3. Worker's Compensation and Employer Liability
  - a. EL Each Accident \$ 1,000,000
  - b. EL Disease -Each Employee \$ 1,000,000
  - c. EL Disease -Policy Limit \$ 1,000,000

Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of all coverage required above. The form of the Certificate shall be AIA Document G705, Certificate of Insurance. Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. The Contractor shall furnish to the Owner notice of any policy cancellation at least 30 days prior to the effective date of cancellation. The Contractor shall submit copies of subcontractor's Certificates of Insurance prior to the beginning of work.

The Owner and Architect/Engineer shall be named as additional insureds by endorsement for the purpose of coverage only with no liability for premium payments.

#### R. PROPERTY INSURANCE:

1. The General Contractor shall be responsible to maintain property (builder's risk) insurance upon the completed value of all work at the site under this contract to the full insurable value thereof. This insurance shall include the interests of the Owner, the General Contractor, Subcontractors, and Sub-subcontractors in the work and as their interests may appear in the work, and shall be an all-risk type policy, including theft, subject to the exclusions generally accepted in the insurance industry. This coverage is not intended to, and shall not, provide coverage for tools, equipment, scaffolding, forms, or other devices used by the Contractors or Subcontractors in performing work under this contract.

**STANDARD FORM AGREEMENT**  
**BETWEEN**  
**GRANITE CITY HOUSING AUTHORITY**  
**AND**  
**CONTRACTOR**

Be it understood that as of this day, \_\_\_\_\_, the Granite City Housing Authority (hereafter called the "Owner", "PHA" or "Authority") has entered into an Agreement with \_\_\_\_\_ (hereafter called the "Contractor") for the work of Roof Replacements: David Morgan Commons, Anchorage Homes & Oak Tree Villas as proposed on; \_\_\_\_\_ for the sum of \$ \_\_\_\_\_ subject to the conditions herein contained.

**ARTICLE 1**  
**CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, and all modifications issued subsequent thereto. These form the Contract Documents and all are fully a part of the Contract as if attached to this Agreement of repeated herein. An enumeration of the Contractor Documents appears in Article 20.

**ARTICLE 2**  
**WORK TO BE PERFORMED**

The contractor shall perform all the work required (either described or inferred) by the Contract Documents for Construction of Roof Replacements: David Morgan Commons, Anchorage Homes & Oak Tree Villas.

**ARTICLE 3**  
**PERFORMANCE / PAYMENT BOND**

Prior to the "Notice to Proceed" the Contractor agrees to provide a performance and payment bond in acceptable form for 100% of the contract price.

#### **ARTICLE 4 INSURANCE**

Contractor shall provide proof of Comprehensive General Public Liability and Automobile Insurance in the amounts specified by the Contract Documents. Certificate shall have original signatures on an original Certificate of Insurance. Copies, including those electronically transmitted, are not acceptable. Granite City Housing Authority and Hurst-Rosche, Inc., shall be listed on the Certificate as Additional Insured.

#### **ARTICLE 5 HOLD HARMLESS AGREEMENT**

The contractor shall indemnify and hold harmless the housing authority and its employees from and against all claims for personal injury or property damage, including claims against the housing authority, its agents or servants, arising out of the Illinois Structural Work Act, and all losses and expenses, including attorney's fees that may be incurred by the housing authority 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, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the housing authority or any of its agents or servants by an employee of a contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contract or subcontractor under Workers Compensation Acts, Disability Acts, or their Employee Benefit Acts.

#### **ARTICLE 6 PREVAILING WAGE RATE**

The contractor shall be responsible for compliance with the Davis-Bacon Act including the prevailing wage rate requirements as applicable to the location where the work is performed; with copies of applicable Department of Labor Wage Rate Determination to be furnished by the Owner. Davis-Bacon Wage Decision is an attachment to this contract.

#### **ARTICLE 7 PAYROLL SUBMISSION**

The Contractor will submit a Weekly Payroll Report of forms provided by the owner. Reports will be submitted on Monday reflecting the work completed the previous week. All employees participating in the execution of this contract must be listed on the Weekly Payroll Report.



## **ARTICLE 8 TIME TO PERFORM**

The work on this Contract is to commence by the date stipulated on the Notice to Proceed and is to be completed within **120 calendar days**; or a construction delay penalty of **\$100.00** per day shall be deducted from the contract price unless the Owner agrees in writing to an extension of this deadline.

All work shall be performed between the hours of 7:30 AM and 5:30 PM, Monday through Friday, excluding and holidays observed by the Authority.

## **ARTICLE 9 MATERIALS**

Contractor will furnish all materials, tools and equipment required to perform this contract.

## **ARTICLE 10 CONTRACT SUM**

Owner shall pay the Contractor for the performance of the work, subject to the additions and deductions by approved Change Order as provided in the Contract Documents the Contract Sum of \$\_\_\_\_\_.

## **ARTICLE 11 MULTIPLE PROGRESS PAYMENT**

Based upon the Application for Payment submitted to the Architect or the Owner's representative by the Contractor and Certificates for Payments issued by the Architect or Owner's Representative, the Owner shall make progress on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract in accordance with General Conditions, HUD Form 5370, Section 6 and 27.

## **ARTICLE 12 FINAL PAYMENT**

The final payment, consisting of the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor after the contractor has completed and submitted the proper documentation to the Owner unless otherwise stipulated, provided the work has been completed, the contract fully performed, and a Final Certificate of Payment has been approved by the Owner.

**ARTICLE 13**  
**AFFIDAVIT AND LIEN WAIVER SUBMISSION**

The contractor will provide the Owner with an Affidavit attesting to the Fact that all labor and materials except those provided by owner will be supplied by the Contractor, and that there shall be no other subcontractor and/or material suppliers required to complete the work of the contract.

OR

The contractor will provide the Owner with Affidavits and Lien Waivers for all Sub-Contractors and Materials Suppliers involved in the completion of the Work of the Contract.

- A. The Contractor will provide a lien waiver in the amount of the payment requested.
- B. The Contractor will provide the Owner with Affidavits and Final Lien Waivers for all subcontractors and material suppliers involved in the completion of the work of the contract upon request for final payment.
- C. The Contractor shall deliver to the Owner a signed and notarized Contractor's Certificate of Release of all liens arising out of this contract prior to final payment.

**ARTICLE 14**  
**SAFETY/EEO**

The Contractor agrees that all work will be performed in compliance with all applicable State and Federal laws related to Occupational Safety and Equal Employment Opportunity.

**ARTICLE 15**  
**NO INTEREST CLAUSE**

No member, officer or employee of the housing authority during his/her tenure or for one (1) year thereafter shall have any interest direct or indirect in this contract or the proceeds thereof.

**ARTICLE 16**  
**WARRANTY**

The Contractor agrees to Warranty the workmanship, materials and equipment of the Contract Work against any defect for a period of one (1) year from date of Final Payment in the form of a Good Faith Agreement and a Warranty Bond for One Hundred (100%) of the Contract Sum.

## **ARTICLE 17 PERMITS AND LICENSES**

The Contractor agrees to be responsible for application, payment and obtaining all necessary permits and licenses required for the work specified in this contract and as amended by change order.

## **ARTICLE 18 PLANS AND SPECIFICATIONS**

The Contractor is responsible for obtaining reproduction copies of plans and specifications at the contractor's expense.

## **ARTICLE 19 SECTION 3 REQUIREMENTS**

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.

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 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

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 worker's 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 employments or training.

The contractor will include the 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 finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. 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 135 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. Compliance with the provisions of section 3, the

regulations set forth in 24 CFR part 135, and all applicable rules and orders of the Department issued there under 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 135.

The contractor will certify that any vacant employment positions, including training position, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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Recipient (GCHA)

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Contractor

## **ARTICLE 20 MISCELLANEOUS PROVISIONS**

Terms used in this Agreement that are defined in the conditions of the Contract shall have the meanings designated in those Conditions.

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and enumerated as follows:

1. Instructions to Bidders HUD 5369
2. General Conditions HUD 5370
3. Supplemental General Conditions
4. Standard Form Agreement
5. Wage Decision
6. Non-Collusive Affidavit
7. Certification of Payments HUD 50071
8. Disclosure of Lobbying Activities HUD SF-LLL
9. Bid Form
10. Affirmative Action & EEO Requirements
11. Statement of Bidders HUD 5369A
12. Section 3 Clause and Plan
13. Drawings and Project Manual
14. Addenda issued during Bidding.

Roof Replacements: David Morgan Commons, Anchorage Homes & Oak Tree Villas

THIS AGREEMENT EXECUTED ON THIS DATE:

**OWNER:**

Granite City Housing Authority  
2517 Nameoki Road  
Granite City, IL 62040

BY: \_\_\_\_\_  
Teri Lake  
Executive Director

DATE: \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Title  
DATE: \_\_\_\_\_

"General Decision Number: IL20240007 03/01/2024

Superseded General Decision Number: IL20230007

State: Illinois

Construction Types: Building and Residential

Counties: Madison and St Clair Counties in Illinois.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) & 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   . Executive Order 14026       |       |
| into on or after January 30,   generally applies to the    |       |
| 2022, or the contract is   contract.                       |       |
| renewed or extended (e.g., an   . The contractor must pay  |       |
| option is exercised) on or   all covered workers at        |       |
| after January 30, 2022:   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   . Executive Order 13658   |       |
| or between January 1, 2015 and   generally applies to the  |       |
| January 29, 2022, and the   contract.                      |       |
| contract is not renewed or   . The contractor must pay all |       |
| extended on or after January   covered workers at least    |       |
| 30, 2022:   \$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 | 01/12/2024 |
| 2 | 02/09/2024 |
| 3 | 02/23/2024 |
| 4 | 03/01/2024 |

ASBE0001-003 10/03/2022

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|  |          |       |
|--|----------|-------|
| ASBESTOS WORKER/HEAT & FROST<br>INSULATOR..... | \$ 43.73 | 26.29 |
|--|----------|-------|

BOIL0363-001 01/01/2021

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|                  |          |       |
|------------------|----------|-------|
| BOILERMAKER..... | \$ 39.75 | 33.05 |
|------------------|----------|-------|

BRIL0008-006 08/01/2017

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|   |          |       |
|---|----------|-------|
| Bricklayer, Caulker, Cleaner,<br>Pointer & Stonemason<br>(including Marble Mason, Tile<br>Layer)..... | \$ 33.13 | 22.05 |
|---|----------|-------|

CARP0500-002 05/01/2021

ST. CLAIR COUNTY

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|  |          |       |
|--|----------|-------|
| CARPENTER (Lather,<br>Piledriver, and Millwright)<br>Building..... | \$ 41.36 | 18.90 |
|--|----------|-------|

|  |          |       |
|--|----------|-------|
| Residential.....   | \$ 31.30 | 18.90 |
| Carpet Installer (Carpet, Linoleum, Hardwood, and Tile Layer)..... |          |       |
|  | \$ 36.08 | 18.90 |

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CARP0664-002 05/01/2021

MADISON COUNTY

|  | Rates    | Fringes |
|--|----------|---------|
| CARPENTER (Lather, Piledriver, and Millwright)                     |          |         |
| Building.....  | \$ 41.36 | 18.90   |
| Residential.....   | \$ 31.30 | 18.90   |
| Carpet Installer (Carpet, Linoleum, Hardwood, and Tile Layer)..... |          |         |
|  | \$ 36.08 | 18.90   |

---

ELEC0309-005 09/04/2023

MADISON (Remainder) and ST. CLAIR COUNTIES

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN      |          |         |
| Building.....    | \$ 46.47 | 56.43%  |
| Residential..... | \$ 34.50 | 53.07%  |

---

ELEC0309-014 09/01/2020

MADISON (Remainder) and ST. CLAIR COUNTIES

|  | Rates    | Fringes |
|--|----------|---------|
| ELECTRICAL LOW VOLTAGE WIRING INSTALLER..... |          |         |
|  | \$ 35.27 | 15.65   |

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

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ELEC0649-003 09/01/2023



MADISON COUNTY (Area West of a North-South line 1 mile East of the West boundaries of Edwardsville, Fort Russell & Moro Twps and North of Hwy 66 West to Mississippi River)

Rates      Fringes

ELECTRICAL LOW VOLTAGE WIRING  
INSTALLER

Installation, service, and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.....\$ 36.04      20.21

ELECTRICIAN

Building Construction.....\$ 47.43      26.16

Residential Construction (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.).....\$ 23.28      10.84

-----  
ELEV0003-003 01/01/2024

Rates      Fringes

ELEVATOR MECHANIC.....\$ 60.15      37.885+a+b

FOOTNOTES:

a) Employer contributes 8% of regular basic hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for less than 5 years of service

b) Eight paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day Friday after Thanksgiving Day, Veterans' Day and Christmas Day.

-----  
ENGI0520-003 08/01/2022

Rates      Fringes

POWER EQUIPMENT OPERATOR

Group 01.....\$ 40.95      34.95

Group 02.....\$ 39.82      34.95

Group 03.....\$ 35.34      34.95

Group 04.....\$ 41.95      34.95

Group 05.....\$ 42.95      34.95

Group 06.....\$ 43.50      34.95

|               |          |       |
|---------------|----------|-------|
| Group 07..... | \$ 43.80 | 34.95 |
| Group 08..... | \$ 44.10 | 34.95 |
| Group 09..... | \$ 44.75 | 34.95 |
| Group 10..... | \$ 45.25 | 34.95 |
| Group 11..... | \$ 42.95 | 34.95 |
| Group 12..... | \$ 43.95 | 34.95 |

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Cranes, Draglines, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, Screws on Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines, or Backfiller, Cherrypickers, overhead Cranes, Roller, Steam or Gas, Concrete Pavers, Excavator Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, DerrickType Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Toumapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than derrick type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (two), Air Compressors (two) Water Pumps, regardless of size (two), Welding Machines (two), Siphons or Jets (two), Winch Head or Apparatuses (two), Light Plants (two), Waterblasters (two), all Tractors, regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (one), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, concrete saws of all types and sizes with their attachments, gobhoppers, excavators all sizes, the repair, greasing, and fueling of all diesel hammers, the operation, set-up and cleaning ofbidwells, concrete placement booms, the alterations, repair of all barges, water blasters of all sizes and their clutches, mobile lifts, hydraulic jacks where used for hoisting, diesel or gas powered flashing sings used for traffic control, micro pavers, log skiders, iceolators used on and off of pipeline, condor cranes, drill rigs of all sizes, bow boats, survey boats, ross carriers, bob-cats and all their attachments, skid steer loaders and all their attachments, creter crane, direct drive electric motors the bolting and unbolting the adjusting and shimming, (dewateringjobs, whirley crane, conveyor belts) etc., batch plants (all sizes), roto mills, conveyors systems of any size and any configuration, hydroseeders and strawblowers all sizes, operation, repair, service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, grout machines regardless of size, Nail launchers when mounted on a machine or self-propelled, con-cover machines, Goldhofer and similar S.P.M.T. (self-propelled modular transpmiers) heavy transport units and all Operators (except those listed below).

#### Group 2: Assistant Operators

GROUP 3: Air Compressor One; Water Pump regardless of size One; Welding Machine One; 1-Bag Mixer One; Conveyor One; Siphon or Jet; Light Plant One; Heater One; Immobile Track Air One

GROUP 4: Firemen on Whirlies and Asphalt Spreader Oiler; Heavy Equipment Oilers; Truck Cranes; Monigans; Large over 65 tons capacity; Concrete Plant Oiler and Black Top Plant Oiler

GROUP 5: Oilers

GROUP 6: Operators on equipment with Booms, including Jibs, 100 ft and over, but less than 150 ft

GROUP 7: Operators on equipment with Booms, including Jibs, 150 ft and over, but less than 200 ft

GROUP 8: Operators on equipment with Boomns, including Jibs, 200 ft and over; Tower Cranes, and Whirley Cranes

GROUP 9: Certified crane Operators, Below 17.5 tons, when requested by the Contractor or required by the Owner.

GROUP 10: Certified crane Operators 17.5 tons and above, when requested by the Contractor or required by the Owner.

GROUP 11: Master Mechanic

GROUP 12: Licensed Boat Pilot

-----  
IRON0392-004 08/01/2023

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 40.40 | 30.18   |

-----  
LABO0044-001 08/01/2022

MADISON COUNTY (Southwest)

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| Group 1..... | \$ 29.35 | 31.38   |
| Group 2..... | \$ 29.85 | 31.38   |
| Group 3..... | \$ 30.85 | 31.38   |

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker; Mason and Plasterer Tender

GROUP 3 - Dynamite Man and Powder Man

-----  
LABO0100-001 08/01/2022

ST CLAIR COUNTY (East St. Louis,Alcoa, Brooklyn,Cahokia, Caseyville,Centreville, Dupo, Fairmont City, French Village, Midway, Maplewood, National City)

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORERS     |          |         |
| Group 1..... | \$ 33.43 | 27.30   |
| Group 2..... | \$ 33.93 | 27.30   |
| Group 3..... | \$ 34.93 | 27.30   |

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker, Hod Carrier

GROUP 3 - Dynamite Man

-----  
LABO0218-002 08/01/2022

MADISON COUNTY (Northwest)

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORERS     |          |         |
| Group 1..... | \$ 32.84 | 27.89   |
| Group 2..... | \$ 33.34 | 27.89   |
| Group 3..... | \$ 34.34 | 27.89   |

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man and Powder Man

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LABO0338-001 08/01/2021

MADISON COUNTY (Westside)

| Rates | Fringes |
|-------|---------|
|-------|---------|

LABORERS

|              |          |       |
|--------------|----------|-------|
| Group 1..... | \$ 30.75 | 28.14 |
| Group 2..... | \$ 31.25 | 28.14 |
| Group 3..... | \$ 32.25 | 28.14 |

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man and Powder Man

-----  
LABO0397-001 08/01/2022

MADISON COUNTY (Southeast)

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

LABORERS

|              |          |       |
|--------------|----------|-------|
| Group 1..... | \$ 33.43 | 27.30 |
| Group 2..... | \$ 33.93 | 27.30 |
| Group 3..... | \$ 34.93 | 27.30 |

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

-----  
LABO0459-001 08/01/2022

ST. CLAIR COUNTY (South)

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

LABORERS

|              |          |       |
|--------------|----------|-------|
| Group 1..... | \$ 31.64 | 29.09 |
| Group 2..... | \$ 32.14 | 29.09 |
| Group 3..... | \$ 33.14 | 29.09 |

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

-----  
LABO0670-002 08/01/2021

ST CLAIR COUNTY (Northeast)

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORERS     |          |         |
| Group 1..... | \$ 28.84 | 30.05   |
| Group 2..... | \$ 29.34 | 30.05   |
| Group 3..... | \$ 30.34 | 30.05   |

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

-----  
LABO0742-003 08/01/2022

ST. CLAIR COUNTY (Eastside)

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORERS     |          |         |
| Group 1..... | \$ 29.26 | 31.47   |
| Group 2..... | \$ 29.76 | 31.47   |
| Group 3..... | \$ 30.76 | 31.47   |

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

Group 3 - Dynamite Man

-----  
PAIN0058-005 05/01/2017

|                  | Rates    | Fringes |
|------------------|----------|---------|
| PAINTER          |          |         |
| Building.....    | \$ 31.25 | 17.12   |
| Residential..... | \$ 29.95 | 17.12   |

Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium

-----  
PAIN0513-003 11/01/2023

BOND, CALHOUN, CLINTON, GREENE, JACKSON, JERSEY, MACOUPIN (Southside), MADISON, MARION, MONROE, PERRY, RANDOLPH, ST. CLAIR, AND WASHINGTON COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 43.32 | 25.43   |

-----  
\* PLAS0090-003 08/01/2017

|                             | Rates       | Fringes |
|-----------------------------|-------------|---------|
| CEMENT MASON.....           | \$ 33.90    | 24.25   |
| PLASTERER.....              | \$ 31.00    | 18.95   |
| TERRAZZO WORKER/SETTER..... | \$ 17.55    | 0.00    |
| TILE SETTER.....            | \$ 11.70 ** | 1.605   |

-----  
PLUM0101-002 07/01/2023

ST. CLAIR COUNTY (BELLEVILLE, FAYETTEVILLE, FREESBURG, LEBANON, LENZBERG, MASCOUTAH, MARISSA, MILLSTADT, NEW ATHENS, SCOTT AFB, SHILOH, SMITHON, ST. LIBORY, SUMMERFIELD, and SWANSEE)

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 44.00 | 19.425  |

-----  
PLUM0360-002 07/01/2023

MADISON (GRANITE CITY & SOUTHERN HALF OF COUNTY) and ST. CLAIR (EAST ST. LOUIS & VIC.) COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| PLUMBER..... | \$ 42.25 | 21.05   |

PLUM0439-001 01/01/2024

MADISON (Grant City and Southern Half of County) and ST. CLAIR (East St. Louis and Vic) Counties

|                  | Rates    | Fringes |
|------------------|----------|---------|
| Steamfitter..... | \$ 43.35 | 23.62   |

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PLUM0553-002 01/01/2024

MADISON COUNTY (North of East - West which is one mile North of South line of Chouteau, Edwardsville, Oak, Marine, and Saline Townships)

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 50.11 | 17.35   |

FOOTNOTES:

A. 4 HOURS PAID FOR CHRISTMAS EVE IF HOLIDAY FALLS ON MONDAY THRU FRIDAY.

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\* ROOF0002-004 03/01/2024

|             | Rates    | Fringes |
|-------------|----------|---------|
| ROOFER..... | \$ 38.00 | 21.32   |

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SFIL0268-001 01/01/2020

WITHIN A 30 MILE RADIUS OF ST. LOUIS, MO

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Sprinkler Fitters..... | \$ 45.21 | 24.52   |

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SFIL0669-001 01/01/2024

REMAINDER OF COUNTIES

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| SPRINKLER FITTER..... | \$ 47.09 | 27.47   |

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SHEE0268-002 07/01/2023



|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Sheet Metal Worker |          |         |
| Building.....      | \$ 41.90 | 23.40   |
| Residential.....   | \$ 28.78 | 16.54   |

-----  
TEAM0050-003 05/01/2022

#### ST CLAIR COUNTY

|              | Rates    | Fringes |
|--------------|----------|---------|
| TRUCK DRIVER |          |         |
| Group 1..... | \$ 41.00 | 22.37   |
| Group 2..... | \$ 41.58 | 22.37   |
| Group 3..... | \$ 41.90 | 22.37   |
| Group 4..... | \$ 42.25 | 22.37   |
| Group 5..... | \$ 43.36 | 22.37   |

#### CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vector Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

-----  
TEAM0525-002 05/01/2022

#### MADISON COUNTY

|              | Rates    | Fringes |
|--------------|----------|---------|
| TRUCK DRIVER |          |         |
| Group 1..... | \$ 41.00 | 22.37   |
| Group 2..... | \$ 41.58 | 22.37   |
| Group 3..... | \$ 41.90 | 22.37   |

|              |          |       |
|--------------|----------|-------|
| Group 4..... | \$ 42.25 | 22.37 |
| Group 5..... | \$ 43.36 | 22.37 |

#### CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

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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)).

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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.

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#### 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"

# NON-COLLUSION AFFIDAVIT

STATE OF ILLINOIS            )  
COUNTY OF MADISON         )           SS

\_\_\_\_\_ BEING FIRST DULY SWORN, DEPOSES AND  
SAYS:

THAT HE/SHE IS (a partner or officer of \_\_\_\_\_) said firm, the party making the foregoing proposal or bid that such proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agrees, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and he/she is not nor in any manner, directly or indirectly, sought by agreement or collusion, or commitment or conference with any person, to fix the bid or affidavit or of any other bidder, or to fix any overhead, profit or cost element of said bidder, or of any other bidder, or to secure any other advantage against the Granite City Housing Authority or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

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Signature of Bidder-if bidder is an individual

Signature of Partner-if bidder is a partnership

Signature of Officer-if bidder is a corporation

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_  
Month Day Year

**THIS FORM MUST BE SUBMITTED WITH ALL BIDS**

# Certification of Payments to Influence Federal Transactions

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

OMB Approval No. 2577-0157 (Exp. 1/31/2027)

Public reporting burden for this information collection is estimated to average 30 minutes,including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

# DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

|  |  |   |  |  |  |
|--|--|---|--|--|--|
| <b>1. Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br><input type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance  |  | <b>2. Status of Federal Action:</b><br><input type="checkbox"/> a. bid/offer/application<br><input type="checkbox"/> b. initial award<br><input type="checkbox"/> c. post-award |  | <b>3. Report Type:</b><br><input type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change<br><b>For Material Change Only:</b><br>year _____ quarter _____<br>date of last report _____ |  |
| <b>4. Name and Address of Reporting Entity:</b><br><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier _____, if known:<br><br><b>Congressional District, if known:</b>   |  |   | <b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b><br><br><b>Congressional District, if known:</b> |  |  |
| <b>6. Federal Department/Agency:</b>   |  |   | <b>7. Federal Program Name/Description:</b><br><br>CFDA Number, if applicable: _____   |  |  |
| <b>8. Federal Action Number, if known:</b>   |  |   | <b>9. Award Amount, if known:</b><br>\$ _____  |  |  |
| <b>10. a. Name and Address of Lobbying Registrant</b><br>(if individual, last name, first name, MI):   |  |   | <b>b. Individuals Performing Services</b> (including address if different from No. 10a)<br>(last name, first name, MI):                  |  |  |
| <b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. |  |   | Signature: _____<br>Print Name: _____<br>Title: _____<br>Telephone No.: _____ Date: _____  |  |  |
| <b>Federal Use Only:</b>   |  |   |  | Authorized for Local Reproduction<br>Standard Form LLL (Rev. 7-97)   |  |



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## BID FOR

### ROOF REPLACEMENTS

David Morgan Commons, Anchorage Homes & Oak Tree Villas  
Granite City Housing Authority  
Madison County, Illinois

## BID FORM

To: Granite City Housing Authority  
2517 Nameoki Road  
Granite City, IL 62040

The undersigned, having familiarized (himself) (themselves) with the local conditions affecting the cost of the work, and with the Specifications (including but not limited to 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 Hurst-Rosche, Inc. and on file in the offices of the Housing Authority and the Architect/Engineer hereby proposes to furnish all labor, materials, equipment and services required to complete ROOF REPLACEMENTS, David Morgan Commons, Anchorage Homes & Oak Tree Villas, Granite City Housing Authority, Madison County, Illinois, all in accordance therewith. The work is generally described as:

### BASE BID:

1. All work as indicated on the Drawings and Specifications at the **David Morgan Commons** development as indicated on the Drawings and Specifications:

**BID 1:** \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

2. All work as indicated on the Drawings and Specifications at the **Anchorage Homes** development as indicated on the Drawings and Specifications:

**BID 2:** \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

3. All work as indicated on the Drawings and Specifications at the **Oak Tree Villas** development as indicated on the Drawings and Specifications:

**BID 3:** \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

### COMBINED LUMP SUM BASE BID: (INCLUDES ALL WORK LISTED ABOVE):

*(The Owner may award any combination of Bids indicated above or the Combined Lump Sum Base Bid indicated below)*

**LUMP SUM BASE BID:** \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

\_\_\_\_\_  
Bidder's Initials

**UNIT PRICES:** Unit prices shall be added to or deducted from the base bid amount by approved change order to adjust the quantities of the specified work included in the lump sum bid amount.

1. Unit Price A: State the amount per 4'x8' sheet for all work required to remove and replace water damaged or deteriorated exterior grade plywood roof sheathing as specified.

**UNIT PRICE BID** \_\_\_\_\_ **DOLLARS (\$** \_\_\_\_\_ **) /4'x8' sheet**

**Section 3 Business Concern:**

1. The bidder represents and certifies that it [ ] is, [ ] is not a Section 3 Business Concern seeking preference in contracting.
  - a. Businesses seeking Section 3 status and preference in contracting will be required to complete and submit a Section 3 Business Certification Form and supporting documentation prior to award.
1. The undersigned has read and understands the specifications, drawings, and General Conditions, agrees to perform all work in strict accordance with the contract documents for the price submitted, and has visited the job site, and understands the existing conditions.
2. The undersigned agrees that this proposal shall remain valid and may not be withdrawn for a period of sixty (60) consecutive calendar days after the scheduled closing time for receiving proposals.
3. The undersigned further understands that the Owner reserves the right to reject any and all bids and to waive any informality in the bidding. It is the intent of the Owner to award all bid items to one Contractor. However, all bid items may be considered and the amount of work adjusted according to Owner's budget.
4. The undersigned will comply with the Davis Bacon Wage Rate requirements.
5. The Contractor to whom this work is awarded shall coordinate his/her work with other contractors at the site, if required.
6. The undersigned acknowledges receipt of the following addenda:  
No. \_\_\_\_\_, dated \_\_\_\_\_ No. \_\_\_\_\_, dated \_\_\_\_\_
7. The undersigned agrees that, upon receipt of the Notice of Award of the contract to him/her, he/she shall execute a contract for this work and present same to the Owner within ten (10) days thereafter together with a performance bond/labor and material bond and Certificate of Insurance satisfactory to, and in the form prescribed by, the Owner, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
8. Security in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in the form of \_\_\_\_\_ is submitted herewith in accordance with the Specifications.
9. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid or submitting of bids for the contract for which this bid is submitted.
10. If awarded the contract for work on the project, Bidder agrees to perform all of the work, including punch list items in accordance with the date stipulated on the Notice to Proceed.

\_\_\_\_\_  
*Bidder's Initials*

Date \_\_\_\_\_, 20\_\_\_\_.

Name of Bidder: \_\_\_\_\_  
(Insert, "Corporation", "a Partnership", or "an Individual", as applicable)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Official Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

(SEALED – If Bid by Corporation)

(State of Incorporation \_\_\_\_\_)

**AFFIRMATIVE ACTION & EQUAL EMPLOYMENT OPPORTUNITY  
REQUIREMENTS  
CONTRACTOR'S AGREEMENT**

"During the performance of this Contract, the Contractor agrees as Follows:"

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

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

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

"(4) The Contractor shall 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 nondiscrimination 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 and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized to Executive Order No. 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by."

"(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempt by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of the 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 subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions 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."

NAME OF CONTRACTOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**THIS FORM MUST BE SUBMITTED WITH ALL BIDS**

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

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

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 2. Contingent Fee Representation and Agreement

#### (a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

#### 5. Bidder's Certification of Eligibility

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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



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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

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

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

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

The bidder certifies that:

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

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

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

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

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

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

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

### Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended.

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 or 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.

NAME OF CONTRACTOR: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**THIS FORM MUST BE SUBMITTED WITH ALL BIDS**

## SECTION 01 10 00

### SUMMARY

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Contract description.
- B. Public Housing Authority (PHA) supplied products.
- C. Contractor's use of site and premises.
- D. Other facilities and services.

##### 1.2 CONTRACT DESCRIPTION

- A. Base Bid: Work includes:
  - 1. All work as indicated on the Drawings and related Specifications.

##### 1.3 PHA SUPPLIED PRODUCTS

- A. Except as specifically noted, Contractor shall provide and pay for:
  - 1. All labor, materials, and equipment used for construction of and/or incorporated into the project.
  - 2. All tools, construction equipment, and machinery.
  - 3. Required building permits, and all inspection fees by governmental authorities.
  - 4. Other facilities and services necessary for proper execution and completion of work.
- B. PHA is exempt from sales tax on products permanently incorporated in work.
  - 1. Obtain sales tax exemption certificate number from PHA.
  - 2. Place exemption certificate number on invoices for materials incorporated into work.
  - 3. Upon completion of work, file with PHA a notarized statement that all purchases made under exemption certificate were entitled to be exempt and furnish copies of invoices to PHA.
  - 4. Pay legally assessed penalties for improper use of exemption certificate number.
- C. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities that bear on performance of work.
- D. Promptly submit written notice to Architect/Engineer of observed variance of contract documents from legal requirements.
  - 1. It is not Contractor's responsibility to make certain that drawings and specifications comply with codes and regulations.

- a. Appropriate modifications to contract documents will account for/reflect necessary changes.
  - b. Assume responsibility for work known to be contrary to such requirements if written notice is not provided by the Contractor to the Architect/Engineer.
- E. Enforce strict discipline and good order among employees.

#### 1.4 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Confine operations at site to areas permitted by:
  - 1. Law.
  - 2. Ordinances.
  - 3. Permits.
  - 4. Contract Documents.
- B. Do not unreasonably encumber site with materials or equipment.
- C. Assume full responsibility for protection and safe-keeping of products stored on premises.
- D. Move any stored products that interfere with operations of PHA or other contractors.
- E. Obtain and pay for use of additional storage or work areas needed for operations.
- F. Contractor shall have limited use of site for execution of work.
  - 1. Allow for public use of all adjoining streets and sidewalks.

#### 1.5 OTHER FACILITIES AND SERVICES

- A. Contractor shall furnish, erect and maintain temporary barriers, or warnings as may be required for performance of his work.
  - 1. All such equipment shall be substantially designed, constructed and maintained in accordance with applicable federal, state, and local laws, ordinances, and regulations, and shall be promptly removed when no longer needed.

END OF SECTION

## SECTION 01 20 00

### PRICE AND PAYMENT PROCEDURES

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Schedule of values.
- B. Applications for payment.
- C. Unit prices.

##### 1.2 SCHEDULE OF VALUES

###### A. REQUIREMENTS INCLUDE

- 1. Contractor.
  - a. Prepare and submit Schedule of Values (4 copies) to architect on HUD Form 51000 to Architect/Engineer 10 business days after the date of the Pre-construction Meeting.
- 2. Subcontractors:
  - a. Submit Schedule of Values to Contractor at least 15 business days prior to submitting first application for payment.
  - b. Support values given with data to substantiate their correctness.
  - c. Submit quantities of designated materials.
  - d. List quantities of materials specified under unit prices.
  - e. Use Schedule of Values as only basis for application for payment.
- 3. Payment for materials stored on or off site will be limited to those materials listed in Schedule of Values.

###### B. FORM OF SUBMITTAL

- 1. 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.
- 2. Contractor shall use the specification index as a basis of example and format for listing and itemizing costs of work.

###### C. PREPARATION

- 1. Itemize separate line item cost for each of following cost items:
  - a. Itemize separate line items for total installed costs; material and labor shall be separate line items. For each line item indicate quantity, unit of measure, cost per unit, and total less general profit, overhead and bond.
  - b. Overhead and profit.
  - c. Bonds.
  - d. Insurance.

- e. General requirements:
    - 1) Break down general requirements to temporary facilities. Show initial installation and maintenance and fuel consumption.
- 2. Itemize separate line item cost for work specified in each section of the specifications. Identify work of:
  - a. Contractor's own labor forces.
  - b. All subcontractors.
  - c. All major suppliers of products or equipment.
- 3. Break down installed costs into:
  - a. Delivered cost of product, with taxes paid.
  - b. Labor cost, excluding overhead and profit.
- 4. For each line item that has installed value of more than \$5,000.00, break down costs to list major products or operations under each item.
  - a. Contractor, subcontractor or supplier.
  - b. Specification section number.
  - c. Description of work or material.
  - d. Quantity.
  - e. Unit price.
  - f. Scheduled value.
  - g. % of contract.
- 5. Round off figures to nearest one hundred dollars.
- 6. Make sum of total costs of all items listed in Schedule equal to total contract sum.

D. REVIEW AND RESUBMITTAL

- 1. After review by Architect/Engineer, revise and resubmit Schedule as directed.
- 2. Follow original submittal procedure.

E. UPDATE

- 1. Update Schedule of Values when:
  - a. Directed by Architect/Engineer.
  - b. Change of subcontractor or supplier occurs.
  - c. Change of product or equipment occurs.

### 1.3 APPLICATIONS FOR PAYMENT

A. DESCRIPTION

- 1. Submit applications for payment to Architect/Engineer for processing no later than 10 days prior to date established for progress payment meeting.
  - a. If a date is not mutually agreed upon, the first day of each month is established as date of progress payment.
- 2. Related requirements specified elsewhere:
  - a. Agreement between PHA and Contractor: Lump sum and unit prices.
  - b. General Conditions of the Contract for Construction: Progress payments, retainages and final payment.
    - 1) Allowances.
    - 2) Schedule of Values.
    - 3) Project Closeout.

B. FORMAT AND DATA REQUIRED

1. Forms to be used/submitted by Contractor:
  - a. HUD-51000 – Schedule of Amounts for Contract Payment.
  - b. HUD-51001 – Periodic Estimate for Partial Payments.
  - c. HUD-51002 – Schedule of Change of Orders.
  - d. HUD-51003 – Schedule of Materials Stored.
  - e. HUD-51004 – Summary of Materials Stored.
  - f. HUD-5372 – Construction Progress Schedule.
  - g. HUD-5371 – Request of Approval of Subcontractor.
  - h. HUD – Labor Relations Agreement.
  - i. HUD – Payroll Instructions.
  - j. HUD - Notarized Final and Partial Waivers of Lien.
  - k. HUD - Non-Collusive Affidavit.
2. Applications shall be itemized.
  - a. Format, schedules, line items and values: Those of Schedule of Values accepted by Architect/Engineer.
  - b. Quantities and costs submitted for progress percent and payments only, additions to and from contract will be estimated and verified for quantity and costs.

C. PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

1. Application form:
  - a. Fill in required information, including that for orders executed prior to date of submittal of application.
  - b. Execute certification with signature of a responsible officer of contracting firm.
  - c. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
  - d. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored.
    - 1) Round off values to nearest dollar, or as specified, for Schedule of Values.
  - e. List each change order executed prior to date of submission at end of continuation sheets.
    - 1) List by change order number and description as for an original component item or work.
2. Each application for progress payment shall be accompanied by the following supporting documents.
  - a. Certification.
  - b. HUD-51001 – Periodic Estimate for Partial Payments.
  - c. HUD-51002 – Schedule of Change of Orders.
  - d. HUD-51003 – Schedule of Materials Stored.
  - e. HUD-51004 – Summary of Materials Stored.
  - f. HUD-5372 – Construction Progress Schedule.
  - g. HUD – Payroll Instructions.
  - h. Notarized Final and Partial Waivers of Lien.

D. MATERIAL OR EQUIPMENT NOT INCORPORATED IN THE WORK

1. Progress payments will be made for materials and equipment not incorporated in the Work provided that:
  - a. Such materials and equipment have been delivered to and suitably stored at site or some other location approved in writing by PHA and Architect/Engineer. All such materials stored off-site shall be marked or tagged with identification of project to which they are assigned.
  - b. Contractor submits evidence of title to such materials and equipment.
  - c. Care and custody of such materials and equipment and all costs incurred for movement and storage shall be responsibility of Contractor.
  - d. Such materials and equipment are suitably insured by Contractor. Contractor shall submit a certificate of insurance showing the PHA as an additional insured and showing amount of insurance coverage.

E. SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

1. When the PHA or Architect/Engineer requires substantiating data, Contractor shall submit suitable information with a cover letter identifying:
  - a. Project.
  - b. Application number and date.
  - c. Detailed list of enclosures.
  - d. For stored products:
    - 1) Item number and identification as shown on application.
    - 2) Description of specific material.
    - 3) Bills of Lading.
2. Submit one copy of data and cover letter for each copy of application.

F. PREPARATION OF APPLICATION FOR FINAL PAYMENT

1. Provide application for final payment in accord with Section 01700
2. Fill in application form as specified for progress payments.
3. Provide for final statement of accounting as specified in Section 01700 - Contract Closeout.
4. Submit final waivers of lien for Contractor's work, sub-contractor's work, and suppliers on Schedule of Values as required by Architect/Engineer.

G. SUBMITTAL PROCEDURE

1. Submit applications for payment to Architect/Engineer a minimum of 10 calendar days prior to scheduled meeting, or, in absence of other agreement, on first day of month. Late submittals may cause payment to be delayed to following monthly pay period.
2. Number: Three (3) originals of each application and back-up data and all required forms. If all forms and data are not included, the pay request will be returned to Contractor with no further review.
3. When Architect/Engineer finds application properly completed and correct, he will transmit certificate for payment to PHA, with copy to Contractor.



#### 1.4 UNIT PRICES

##### A. REQUIREMENTS INCLUDE

1. 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 may be used to add or deduct work from the base bid.)** The PHA may reject or negotiate any unit prices, which it considers excessive or unreasonable.

##### B. RELATED REQUIREMENTS

1. Specified Elsewhere:
  - a. Bid Form: description of unit prices

#### PART 2 PRODUCTS

Not Used.

#### PART 3 EXECUTION

Not Used.

END OF SECTION

## SECTION 01 30 00

### ADMINISTRATIVE REQUIREMENTS

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Field engineering.
- C. Preconstruction meeting.
- D. Progress meetings.
- E. Pre-Demolition meeting.

##### 1.2 COORDINATION AND PROJECT CONDITIONS

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

##### 1.3 FIELD ENGINEERING

- A. Verify set-backs and easements; confirm drawing dimensions and elevations.

- B. Provide field engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.

#### 1.4 PRECONSTRUCTION MEETING

- A. PHA Architect/Engineer will schedule meeting after Notice of Award.
- B. Attendance Required: PHA, Architect/Engineer, and Contractor.
- C. Agenda:
  - 1. Execution of PHA-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
  - 5. Designation of personnel representing parties in Contract, and Architect/Engineer.
  - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  - 7. Scheduling.
- D. Architect/Engineer will record minutes and distribute copies with reasonable promptness after meeting to participants, with two copies to Architect/Engineer, PHA, and those affected by decisions made.

#### 1.5 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at semi-monthly intervals.
- B. Architect/Engineer will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major subcontractors and suppliers, PHA, Architect/Engineer, as appropriate to agenda topics for each meeting.
- D. Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Review of Work progress.
  - 3. Field observations, problems, and decisions.
  - 4. Identification of problems impeding planned progress.
  - 5. Review of submittals schedule and status of submittals.
  - 6. Review of off-site fabrication and delivery schedules.
  - 7. Maintenance of progress schedule.
  - 8. Corrective measures to regain projected schedules.
  - 9. Planned progress during succeeding work period.
  - 10. Coordination of projected progress.

11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.

#### 1.6 PRE-DEMOLITION MEETING

- A. Require attendance of parties directly affecting, or affected by, Work of specific section.
- B. Notify Architect/Engineer four days in advance of meeting date.
- C. Prepare agenda and preside at meeting:
  1. Review conditions of installation, preparation and installation procedures.
  2. Review coordination with related work.

#### PART 2 PRODUCTS

Not Used.

#### PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 33 00  
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- D. Product data.
- E. Shop drawings.
- F. Samples.
- G. Design data.
- H. Test reports.
- I. Certificates.
- J. Manufacturer's instructions.
- K. Manufacturer's field reports.

1.2 SUBMITTAL PROCEDURES

- A. **Transmit each submittal with shop drawing submittal form found at the end of this section.**
- B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- C. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite Project, and deliver to Architect/Engineer. Coordinate submission of related items.

- F. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.
- G. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.
- H. Allow space on submittals for Contractor and Architect/Engineer review stamps.
- I. When revised for resubmission, identify changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.

### 1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedules within 15 days after date established in Notice to Proceed. After review, resubmit required revised data within ten days.
- B. Submit revised Progress Schedules with each Application for Payment.
- C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.
- D. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
- E. Submit computer generated chart with separate line for each major portion of Work or operation, identifying first work day of each week.
- F. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.
- G. Indicate estimated percentage of completion for each item of Work at each submission.
- H. Submit separate schedule of submittal dates for shop drawings, product data, and samples, including dates reviewed submittals will be required from Architect/Engineer. Indicate decision dates for selection of finishes.
- I. Revisions To Schedules:
  - 1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
  - 2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
  - 3. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect including effect of changes on schedules of separate contractors.

#### 1.4 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

#### 1.5 PRODUCT DATA

- A. Product Data: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Submit an electronic copy or number of paper copies Contractor requires, plus 3 copies Architect/Engineer will retain.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 70 00.

#### 1.6 SHOP DRAWINGS

- A. Shop Drawings: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.
  - 1. Include signed and sealed calculations to support design.
  - 2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
  - 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. Submit number of opaque reproductions Contractor requires, plus 3 copies Architect/Engineer will retain.
- E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 70 00.

## 1.7 SAMPLES

- A. Samples: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Samples For Selection as Specified in Product Sections:
  - 1. Submit to Architect/Engineer for aesthetic, color, or finish selection.
  - 2. Submit samples of finishes from full range of manufacturers' standard colors, textures, and patterns for Architect/Engineer selection.
- C. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- D. Include identification on each sample, with full Project information.
- E. Submit number of samples specified in individual specification sections; Architect/Engineer will retain one sample.
- F. Reviewed samples which may be used in the Work are indicated in individual specification sections.
- G. Samples will not be used for testing purposes unless specifically stated in specification section.
- H. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01 70 00.

## 1.8 DESIGN DATA

- A. Submit for Architect/Engineer's knowledge as contract administrator or for PHA.
- B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

## 1.9 TEST REPORTS

- A. Submit for Architect/Engineer's knowledge as contract administrator or for PHA.
- B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

## 1.10 CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect/Engineer, in quantities specified for Product Data.



- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

#### 1.11 MANUFACTURER'S INSTRUCTIONS

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

#### 1.12 MANUFACTURER'S FIELD REPORTS

- A. Submit reports for Architect/Engineer's benefit as contract administrator or for PHA.
- B. Submit report in duplicate within 30 days of observation to Architect/Engineer for information.
- C. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

### PART 2 PRODUCTS

Not Used.

### PART 3 EXECUTION

Not Used.

END OF SECTION



## SHOP DRAWING SUBMITTAL

PROJECT: Roof Replacements DATE: \_\_\_\_\_  
David Morgan Commons, Anchorage Homes & Oak Tree Villas  
Granite City Housing Authority  
Madison County, Illinois

A/E PROJECT NO: 280-0464

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRESENTED BY: \_\_\_\_\_  
(Subcontractor/Supplier) Company Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Phone/Fax  
\_\_\_\_\_  
Contact Person

ITEM: \_\_\_\_\_

SPEC SECTION: \_\_\_\_\_

By approving and submitting these shop drawings, product data and samples, we represent that we have determined and verified all materials, field measurements and field construction criteria related thereto, or will do so, and that we have checked and coordinated information contained within submittal with requirements of the work and contract documents.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

SECTION 01 40 00  
QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality control and control of installation.
- B. Tolerances
- C. References.
- D. Testing and inspection services.
- E. Manufacturers' field services.
- F. Examination.
- G. Preparation.

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

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

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

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

#### 1.4 REFERENCES

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

#### 1.5 TESTING AND INSPECTION SERVICES

- A. Contractor shall employ and pay for specified services of an independent firm to perform testing and inspection.
- B. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
- C. Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- D. Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by same independent firm on instructions by Architect/Engineer. Payment for re-testing or re-inspection shall be the responsibility of the Contractor.

#### 1.6 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment and as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect/Engineer 30 days in advance of required observations. Observer subject to approval of Architect/Engineer and PHA.

- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Refer to Section 01 33 00 - SUBMITTAL PROCEDURES, MANUFACTURERS' FIELD REPORTS article.

## PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

### 3.1 EXAMINATION

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

### 3.2 PREPARATION

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

END OF SECTION

## SECTION 01 50 00

### TEMPORARY FACILITIES AND CONTROLS

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Temporary Utilities:
  - 1. Temporary electricity.
  - 2. Temporary lighting for construction purposes.
  - 3. Temporary ventilation.
  - 4. Temporary water service.
  - 5. Temporary sanitary facilities.
- B. Construction Facilities:
  - 1. Vehicular access.
  - 2. Parking.
  - 3. Progress cleaning and waste removal.
- C. Temporary Controls:
  - 1. Barriers.
  - 2. Enclosures and fencing.
  - 3. Dust control.
  - 4. Pollution control.
- D. Removal of utilities, facilities, and controls.

##### 1.2 TEMPORARY ELECTRICITY

- A. Contractor to provide portable generators as needed. Utilize PHA's existing power service where available with prior PHA authorization. Exercise measures to conserve energy.
- B. Provide temporary electric feeder from existing building electrical service as required for construction operations. Do not disrupt PHA's use of service.
- C. Complement existing power service capacity and characteristics as required for construction operations.

##### 1.3 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain lighting as necessary for construction operations.
- B. Maintain lighting and provide routine repairs.
- C. Permanent building lighting may be utilized during construction.

#### 1.4 TEMPORARY VENTILATION

- A. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Utilize existing ventilation equipment. Extend and supplement equipment with temporary fan units as required to maintain clean air for construction operations.

#### 1.5 TEMPORARY WATER SERVICE

- A. Provide and pay for suitable quality water service as needed to maintain specified conditions for construction operations. Connect to existing water source where available as directed by the PHA.

#### 1.6 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of project mobilization.

#### 1.7 VEHICULAR ACCESS

- A. Location as approved by PHA.
- B. Provide unimpeded access for emergency vehicles.
- C. Provide and maintain access to fire hydrants and control valves free of obstructions.
- D. Use existing on-site roads for construction traffic as directed by the PHA.

#### 1.8 PARKING

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

## 1.9 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing spaces.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and rubbish from site and dispose off-site.

## 1.10 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas to allow for PHA's use of site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by authorities having jurisdiction for public rights-of-way and for public access to existing building.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

## 1.11 ENCLOSURES AND FENCING

- A. Exterior Enclosures:
  - 1. Provide temporary weather tight closure of exterior openings to accommodate acceptable working conditions and protection for products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.
- B. Interior Enclosures:
  - 1. Provide temporary partitions as necessary, to prevent penetration of dust and moisture into PHA occupied areas, and to prevent damage to existing materials and equipment.

## 1.12 DUST CONTROL

- A. Execute Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.



### 1.13 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
- B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

### 1.14 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

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

## PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 60 00  
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Product substitution procedures.
- F. Equipment electrical characteristics and components.

1.2 PRODUCTS

- A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.
- C. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

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

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

- D. For exterior storage of fabricated products, place on sloped supports above ground.
- E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

#### 1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

#### 1.6 PRODUCT SUBSTITUTION PROCEDURES

- A. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.
- B. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- C. A request constitutes a representation that Bidder:
  - 1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
  - 2. Will provide same warranty for Substitution as for specified product.
  - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to PHA.
  - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
  - 5. Will reimburse PHA and Architect/Engineer for review or redesign services associated with re-approval by authorities having jurisdiction.
- D. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.

E. Substitution Submittal Procedure:

1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
3. Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS

2.1 EQUIPMENT ELECTRICAL CHARACTERISTICS AND COMPONENTS

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

PART 3 EXECUTION

Not Used.

END OF SECTION

## SECTION 01 70 00

### EXECUTION AND CLOSEOUT REQUIREMENTS

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Protecting installed construction.
- D. Project record documents.
- E. Operation and maintenance data.
- F. Manual for materials and finishes.
- G. Spare parts and maintenance products.
- H. Product warranties and product bonds.
- I. Maintenance service.

##### 1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's review.
- B. Provide submittals to Architect/Engineer required by authorities having jurisdiction.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due. Including:
  - 1. Contractor's Notarized Final Waivers of Lien for full amount of contract.
  - 2. List of all subcontractors and major material suppliers and their final contract amount and notarized Final Waivers of Lien for the full amount.
  - 3. Consent of Surety Company to Final Payment (AIA Document G707).
  - 4. All written guarantees related to materials incorporated into project.
  - 5. Contractor's Certificate and Release, form in exact text as furnished by PHA, signed by Contractor.
- D. The PHA will process final statement in accord with conditions of the Contract.

### 1.3 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.
- D. Replace filters of operating equipment.
- E. Clean construction debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean construction debris from site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from site.

### 1.4 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

### 1.5 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed Shop Drawings, Product Data, and Samples.
  - 6. Manufacturer's instruction for assembly, installation, and adjusting.

- B. Ensure entries are complete and accurate, enabling future reference by PHA.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and modifications.
- F. Record Drawings: Legibly mark each item to record actual construction including:
  - 1. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - 2. Field changes of dimension and detail.
  - 3. Details not on original Contract drawings.
- G. Submit documents to Architect/Engineer with claim for final Application for Payment.

#### 1.6 OPERATION AND MAINTENANCE DATA

- A. Submit data bound in 8-1/2 x 11 inch (A4) text pages, three D side ring binders with durable plastic covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project.
- C. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- E. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
  - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
  - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
    - a. Significant design criteria.
    - b. List of equipment.
    - c. Parts list for each component.
    - d. Operating instructions.
    - e. Maintenance instructions for equipment and systems.

- f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
- 3. Part 3: Project documents and certificates, including the following:
  - a. Shop drawings and product data.
  - b. Air and water balance reports.
  - c. Certificates.
  - d. Originals of warranties.

## 1.7 MANUAL FOR MATERIALS AND FINISHES

- A. For equipment, or component parts of equipment put into service during construction and operated by PHA, submit documents within ten days after acceptance.
- B. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom manufactured products.
- C. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- D. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.
- E. Additional Requirements: As specified in individual product specification sections.
- F. Include listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

## 1.8 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Furnish spare parts, maintenance, and extra products in quantities specified in individual specification sections.
- B. Deliver to Project site and place in location as directed by PHA; obtain receipt prior to final payment.

## 1.9 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.
- B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.



- D. Co-execute submittals when required.
- E. Submit prior to final Application for Payment.
- F. Time of Submittals:
  - 1. For equipment or component parts of equipment put into service during construction with PHA's permission, submit documents within ten days after acceptance.
  - 2. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

#### 1.10 MAINTENANCE SERVICE

- A. Furnish service and maintenance of components indicated in specification sections.
- B. Examine system components at frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by manufacturer of original component.
- D. Do not assign or transfer maintenance service to agent or Subcontractor without prior written consent of PHA.

#### PART 2 PRODUCTS

Not Used.

#### PART 3 EXECUTION

Not Used.

END OF SECTION

## SECTION 02 41 19

### SELECTIVE STRUCTURE DEMOLITION

#### PART 1 GENERAL

##### 1.1 SUMMARY

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

##### 1.2 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Demolition Schedule: Indicate overall schedule and interruptions required for utility and building services.

##### 1.3 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution Requirements: Requirements for submittals.
- B. Project Record Documents: Accurately record actual locations of capped utilities, concealed utilities discovered during demolition, and subsurface obstructions.
- C. Operation and Maintenance Data: Submit description of system, inspection data, and parts lists.

##### 1.4 QUALITY ASSURANCE

- A. Conform to applicable code for demolition work, dust control, products requiring electrical disconnection and re-connection.
- B. Conform to applicable code for procedures when hazardous or contaminated materials are discovered.
- C. Obtain required permits from authorities having jurisdiction.

##### 1.5 PRE-INSTALLATION MEETINGS

- A. Section 01 30 00 - Administrative Requirements: Pre-installation meeting.
- B. Convene minimum one week prior to commencing work of this section.

## 1.6 SEQUENCING

- A. Section 01 10 00 - Summary: Requirements for sequencing.

## 1.7 SCHEDULING

- A. Section 01 30 00 - Administrative Requirements.
- B. Schedule Work to coincide with new construction.
- C. Cooperate with Owner in scheduling noisy operations and waste removal that may impact Owners operation in adjoining spaces.
- D. Coordinate utility and building service interruptions with Owner.
  - 1. Do not disable or disrupt building fire or life safety systems without three days prior written notice to Owner.
  - 2. Schedule tie-ins to existing systems to minimize disruption.
  - 3. Coordinate Work to ensure fire sprinklers, fire alarms, smoke detectors, emergency lighting, exit signs and other life safety systems remain in full operation in occupied areas.

## 1.8 PROJECT CONDITIONS

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

## PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

### 3.1 PREPARATION

- A. Notify affected utility companies before starting work and comply with their requirements.
- B. Mark location and termination of utilities.
- C. Erect, and maintain temporary barriers and security devices, including warning signs and lights, and similar measures, for protection of the public, Owner, and existing improvements indicated to remain.
- D. Erect and maintain weatherproof closures for exterior openings.

- E. Erect and maintain temporary partitions to prevent spread of dust, odors, and noise to permit continued Owner occupancy.
- F. Prevent movement of structure; provide temporary bracing and shoring required to ensure safety of existing structure.
- G. Provide appropriate temporary signage including signage for exit or building egress.
- H. Do not close or obstruct building egress path.
- I. Do not disable or disrupt building fire or life safety systems without 3 days prior written notice to Owner.

### 3.2 DEMOLITION

- A. Conduct demolition to minimize interference with adjacent and occupied building areas.
- B. Maintain protected egress from and access to adjacent existing buildings at all times.
- C. Cease operations immediately when structure appears to be in danger and notify Architect/Engineer.
- D. Disconnect and remove designated utilities within demolition areas.
- E. Cap and identify abandoned utilities at termination points when utility is not completely removed. Annotate Record Drawings indicating location and type of service for capped utilities remaining after demolition.
- F. Demolish in orderly and careful manner. Protect existing improvements, supporting structural members.
- G. Carefully remove building components indicated to be reused.
  - 1. Disassemble components as required to permit removal.
  - 2. Package small and loose parts to avoid loss.
  - 3. Mark components and packaged parts to permit reinstallation.
  - 4. Store components, protected from construction operations, until reinstalled.
- H. Remove demolished materials from site except where specifically noted otherwise. Do not burn or bury materials on site.
- I. Remove materials as Work progresses. Upon completion of Work, leave areas in clean condition.
- J. Remove temporary Work.

END OF SECTION

SECTION 06 10 00  
ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
  - 1. Framing with dimension lumber.
  - 2. Wood blocking, cants, and nailers.
  - 3. Wood sleepers.
- B. Related Requirements:
  - 1. Section 06 16 00 – Sheathing: Roof and wall sheathing

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
  - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
  - 2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
  - 3. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
- B. Fastener Patterns: Full-size templates for fasteners in exposed framing.

1.4 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
- B. Evaluation Reports: For the following, from ICC-ES:

1. Wood-preservative-treated wood.
2. Engineered wood products.
3. Shear panels.
4. Power-driven fasteners.
5. Post-installed anchors.
6. Metal framing anchors.

## 1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Stack wood products flat with spacers beneath and between each bundle to provide air circulation. Protect wood products from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

# PART 2 - PRODUCTS

## 2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
  1. Factory mark each piece of lumber with grade stamp of grading agency.
  2. Dress lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber:
  1. Lumber: 19 percent
  2. Structural panels: 15 percent

## 2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWP A U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
  1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.
  2. For exposed items indicated to receive a stained or natural finish, chemical formulations shall not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.

- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items indicated on Drawings, and the following:
  - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
  - 2. Wood sills, sleepers, blocking, and similar concealed members in contact with masonry or concrete.
  - 3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
  - 4. Wood framing members that are less than 18 inches above the ground in crawlspaces or unexcavated areas.
  - 5. Wood floor plates that are installed over concrete slabs-on-grade.

## 2.3 DIMENSION LUMBER FRAMING

- A. Load-Bearing Partitions: No. 2 grade.
  - 1. Application: Exterior walls.
  - 2. Species:
    - a. Hem-fir (north); NLGA.
    - b. Southern pine; SPIB.
    - c. Douglas fir-larch; WCLIB or WWPA.
    - d. Southern pine or mixed southern pine; SPIB.
    - e. Spruce-pine-fir; NLGA.
    - f. Douglas fir-south; WWPA.
    - g. Hem-fir; WCLIB or WWPA.
    - h. Douglas fir-larch (north); NLGA.
    - i. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
- B. Joists, Rafters, and Other Framing Not Listed Above: Select Structural No. 1 grade.
  - 1. Species:
    - a. Hem-fir (north); NLGA.
    - b. Southern pine; SPIB.
    - c. Douglas fir-larch; WCLIB or WWPA.
    - d. Southern pine or mixed southern pine; SPIB.
    - e. Spruce-pine-fir; NLGA.
    - f. Douglas fir-south; WWPA.
    - g. Hem-fir; WCLIB or WWPA.
    - h. Douglas fir-larch (north); NLGA.
    - i. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

## 2.4 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
1. Blocking.
  2. Nailers.
  3. Cants.
  4. Furring.
- B. Dimension Lumber Items: No. 2 grade lumber of the following species:
1. Hem-fir (north); NLGA.
  2. Mixed southern pine or southern pine; SPIB.
  3. Spruce-pine-fir; NLGA.
  4. Hem-fir; WCLIB or WWPA.
  5. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
  6. Western woods; WCLIB or WWPA.
  7. Northern species; NLGA.
  8. Eastern softwoods; NeLMA.
- C. Concealed Boards: 15 percent maximum moisture content and any of the following species and grades:
1. Mixed southern pine or southern pine; No. 2 grade; SPIB.
  2. Hem-fir or hem-fir (north); No. 2 Common grade; NLGA, WCLIB, or WWPA.
  3. Spruce-pine-fir (south) or spruce-pine-fir; No. 2 Common grade; NeLMA, NLGA, WCLIB, or WWPA.
  4. Eastern softwoods; No. 2 Common grade; NeLMA.
  5. Northern species; No. 2 Common grade; NLGA.
  6. Western woods; No. 2 Common grade; WCLIB or WWPA.
- D. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- E. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.
- F. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

## 2.5 FASTENERS

- A. General: Fasteners shall be of size and type indicated and shall comply with requirements specified in this article for material and manufacture.
1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.



- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- D. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction.
  - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
  - 2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

## 2.6 METAL FRAMING ANCHORS

- A. Allowable design loads, as published by manufacturer, shall meet or exceed those indicated of basis-of-design products. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency. Framing anchors shall be punched for fasteners adequate to withstand same loads as framing anchors.
- B. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 coating designation.
  - 1. Use for interior locations unless otherwise indicated.
- C. Hot-Dip, Heavy-Galvanized Steel Sheet: ASTM A 653/A 653M; structural steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 coating designation; and not less than 0.036 inch thick.
  - 1. Use for wood-preserved-treated lumber and where indicated.
- D. Joist Hangers: U-shaped joist hangers with 2-inch-long seat and 1-1/4-inch-wide nailing flanges at least 85 percent of joist depth.
  - 1. Thickness: 0.050 inch.
- E. I-Joist Hangers: U-shaped joist hangers with 2-inch-long seat and 1-1/4-inch-wide nailing flanges full depth of joist. Nailing flanges provide lateral support at joist top chord.
  - 1. Thickness: 0.050 inch.
- F. Bridging: Rigid, V-section, nailless type, 0.050 inch thick, length to suit joist size and spacing.
- G. Post Bases: Adjustable-socket type for bolting in place with standoff plate to raise post 1 inch above base and with 2-inch-minimum side cover, socket 0.062 inch thick, and standoff and adjustment plates 0.108 inch thick.
- H. Joist Ties: Flat straps, with holes for fasteners, for tying joists together over supports.
  - 1. Width: 3/4 inch.

2. Thickness: 0.050 inch.

- I. Rafter Tie-Downs (Hurricane or Seismic Ties): Bent strap tie for fastening rafters or roof trusses to wall studs below, 2-1/4 inches wide by 0.062 inch thick. Tie fits over top of rafter or truss and fastens to both sides of rafter or truss, face of top plates, and side of stud below.
- J. Hold-Downs: Brackets for bolting to wall studs and securing to foundation walls with anchor bolts or to other hold-downs with threaded rods and designed with first of two bolts placed seven bolt diameters from reinforced base.
  - 1. Bolt Diameter: 3/4 inch.
  - 2. Width: 3-3/16 inches.
  - 3. Body Thickness: 0.138 inch.
  - 4. Base Reinforcement Thickness: 0.239 inch.
- K. Wall Bracing: T-shaped bracing made for letting into studs in saw kerf, 1-1/8 inches wide by 9/16 inch deep by 0.034 inch thick with hemmed edges.
- L. Wall Bracing: Angle bracing made for letting into studs in saw kerf, 15/16 by 15/16 by 0.040 inch thick with hemmed edges.

## 2.7 MISCELLANEOUS MATERIALS

- A. Sill-Sealer Gaskets: Closed-cell neoprene foam, 1/4 inch thick, selected from manufacturer's standard widths to suit width of sill members indicated.
- B. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch.
- C. Adhesives for Gluing Furring to Concrete or Masonry: Formulation complying with ASTM D 3498 that is approved for use indicated by adhesive manufacturer.
- D. Water-Repellent Preservative: NWWDA-tested and -accepted formulation containing 3-iodo-2-propynyl butyl carbamate, combined with an insecticide containing chlorpyrifos as its active ingredient.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.

- C. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate furring, nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- D. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- E. Do not splice structural members between supports unless otherwise indicated.
- F. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
  - 1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches o.c.
- G. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- H. Comply with AWPAC M4 for applying field treatment to cut surfaces of preservative-treated lumber.
  - 1. Use inorganic boron for items that are continuously protected from liquid water.
  - 2. Use copper naphthenate for items not continuously protected from liquid water.
- I. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- J. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code (IBC).
  - 2. ICC-ES evaluation report for fastener.
- K. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.
- L. For exposed work, arrange fasteners in straight rows parallel with edges of members, with fasteners evenly spaced, and with adjacent rows staggered.
  - 1. Comply with approved fastener patterns where applicable.
  - 2. Use finishing nails unless otherwise indicated. Countersink nail heads and fill holes with wood filler.
  - 3. Use common nails unless otherwise indicated. Drive nails snug but do not countersink nail heads.

### 3.2 WOOD BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.
- C. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

### 3.3 WOOD FURRING INSTALLATION

- A. Install level and plumb with closure strips at edges and openings. Shim with wood as required for tolerance of finish work.
- B. Furring to Receive Plywood or Hardboard Paneling: Install 1-by-3-inch nominal-size furring horizontally and vertically at 16 inches o.c.
- C. Furring to Receive Gypsum Board: Install 1-by-2-inch nominal-size furring vertically at 16 inches o.c.

### 3.4 WALL AND PARTITION FRAMING INSTALLATION

- A. General: Provide single bottom plate and double top plates using members of 2-inch nominal thickness whose widths equal that of studs, except single top plate may be used for non-load-bearing partitions and for load-bearing partitions where framing members bearing on partition are located directly over studs. Fasten plates to supporting construction unless otherwise indicated.
  - 1. For exterior walls, provide 2-by-6-inch nominal- size wood studs spaced 16 inches o.c. unless otherwise indicated.
  - 2. Provide continuous horizontal blocking at midheight of partitions more than 96 inches high, using members of 2-inch nominal thickness and of same width as wall or partitions.
- B. Construct corners and intersections with three or more studs.
- C. Frame openings with multiple studs and headers. Provide nailed header members of thickness equal to width of studs. Support headers on jamb studs.
  - 1. For non-load-bearing partitions, provide double-jamb studs and headers not less than 4-inch nominal depth for openings 48 inches and less in width, 6-inch nominal depth for openings 48 to 72 inches in width, 8-inch nominal depth for openings 72 to 120 inches in width, and not less than 10-inch nominal depth for openings 10 to 12 feet in width.
  - 2. For load-bearing walls, provide double-jamb studs for openings 60 inches and less in width, and triple-jamb studs for wider openings. Provide headers of depth indicated.

### 3.5 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION

## SECTION 06 16 00

### SHEATHING

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. Section Includes:
  - 1. Roof sheathing.
- B. Related Requirements:
  - 1. Section 06 10 00 - Rough Carpentry.

##### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
  - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements. Indicate type of preservative used and net amount of preservative retained.
  - 2. For products receiving waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

##### 1.4 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For the following, from ICC-ES:
  - 1. Wood-preservative-treated plywood.

##### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Stack panels flat with spacers beneath and between each bundle to provide air circulation. Protect sheathing from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

## PART 2 - PRODUCTS

### 2.1 WOOD PANEL PRODUCTS

- A. Emissions: Products shall meet the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- B. Thickness: As needed to comply with requirements specified, but not less than thickness indicated.
- C. Factory mark panels to indicate compliance with applicable standard.

### 2.2 PRESERVATIVE-TREATED PLYWOOD

- A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
  - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.
- C. Application: Treat plywood in contact with masonry or concrete or used with roofing, flashing, vapor barriers, and waterproofing.

### 2.3 ROOF SHEATHING

- A. Plywood Sheathing: DOC PS 1, Exterior, Structural I sheathing.
  - 1. Span Rating: Not less than 32/16.
  - 2. Nominal Thickness: Not less than 1/2 inch – Match Existing
- B. Oriented-Strand-Board Sheathing: DOC PS 2, Exposure 1, Structural I sheathing.
  - 1. Span Rating: Not less than 32/16.
  - 2. Nominal Thickness: Not less than 1/2 inch – Match Existing.

### 2.4 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
  - 1. For roof and wall sheathing, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

2. For roof and wall sheathing, provide fasteners with organic-polymer or other corrosion-protective coating having a salt-spray resistance of more than 800 hours according to ASTM B 117.
- B. Nails, Brads, and Staples: ASTM F 1667.
  - C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
  - D. Screws for Fastening Sheathing to Wood Framing: ASTM C 1002.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Arrange joints so that pieces do not span between fewer than three support members.
- B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.
- C. Securely attach to substrate by fastening as indicated, complying with the following:
  1. Table 2304.9.1, "Fastening Schedule," in the ICC's International Building Code.
  2. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in the ICC's International Residential Code for One- and Two-Family Dwellings.
  3. ICC-ES evaluation report for fastener.
- D. Use common wire nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections. Install fasteners without splitting wood.
- E. Coordinate wall and roof sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.
- F. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.
- G. Coordinate sheathing installation with installation of materials installed over sheathing so sheathing is not exposed to precipitation or left exposed at end of the workday when rain is forecast.

### 3.2 WOOD STRUCTURAL PANEL INSTALLATION

- A. General: Comply with applicable recommendations in APA Form No. E30, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.



B. Fastening Methods: Fasten panels as indicated below:

1. Wall and Roof Sheathing:

- a. Nail to wood framing. Apply a continuous bead of glue to framing members at edges of wall sheathing panels.
- b. Space panels 1/8 inch apart at edges and ends.

END OF SECTION

## SECTION 07 31 10

### ASPHALT SHINGLES

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Asphalt shingles.
  - 2. Underlayment.
  - 3. Metal flashings and accessories.

##### 1.2 REFERENCES

- A. ASTM International:
  - 1. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
  - 2. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
  - 3. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate (Metric).
  - 4. ASTM D228 - Standard Test Method for Asphalt Roll Roofing, Cap Sheets, and Shingles.
  - 5. ASTM D249 - Standard Specification for Asphalt Roll Roofing (Organic Felt) Surfaced with Mineral Granules.
  - 6. ASTM D2178 - Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing.
  - 7. ASTM D3018 - Standard Specification for Class A Asphalt Shingles Surfaced with Mineral Granules.
  - 8. ASTM D3161 - Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan-Induced Method).
  - 9. ASTM D3462 - Standard Specification for Asphalt Shingles Made from Glass Felt and Surfaced with Mineral Granules.
  - 10. ASTM D4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- B. National Roofing Contractors Association:
  - 1. NRCA - The NRCA Steep Roofing Manual.
- C. Underwriters Laboratories Inc.:
  - 1. UL 580 - Tests for Uplift Resistance of Roof Assemblies.
  - 2. UL 790 - Tests for Fire Resistance of Roof Covering Materials.
  - 3. UL 997 - Wind Resistance of Prepared Roof Covering Materials.

### 1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Demolition Schedule: Indicate overall schedule and interruptions required for utility and building services.
- C. Shop Drawings: Indicate metal flashings, jointing methods and locations, fastening methods and locations, and installation details.
- D. Product Data: Submit data indicating material characteristics, performance criteria, and limitations.
- E. Samples: Submit two samples of each shingle color indicating color range and finish texture/pattern; for color and texture selection.
- F. Manufacturer's Installation Instructions: Submit installation criteria and procedures.
- G. Manufacturer's Certificate: Certify products meet or exceed specified requirements.
- H. Inspection Report: Submit report of roof inspection verifying shingles are sealed. Indicate extent of areas that did not properly self-seal and what corrective measures were required.

### 1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Steep Roofing Manual.
- B. Obtain required permits from authorities having jurisdiction.

### 1.5 ENVIRONMENTAL REQUIREMENTS

- A. Do not install eave protection and shingles when ambient air, or wind chill temperatures are below 45 degrees F

### 1.6 WARRANTY

- A. Contractor: One year in accord with General Conditions.
- B. Furnish 30 year minimum manufacturer's warranty for asphalt shingles.

## PART 2 PRODUCTS

### 2.1 ASPHALT SHINGLES

- A. Manufacturers:
  - 1. Certain Teed Corporation. Landmark
  - 2. Owens Corning Fiberglas Corp. Oakridge PRO
  - 3. Tamko Asphalt Products Inc. Heritage
  - 4. Atlas Roofing Corp. Pinnacle
  - 5. Substitutions: Section 01600 - Product Requirements.

- B. Product Description: Two layer laminate, fiberglass based asphalt shingles conforming to ASTM D3018, Class A with Type I - Self Sealing ASTM D3462; UL Rating of A and Wind Resistance Label, glass fiber mat base, mineral granule surface type; 240 - 245 lb/100 sq ft weight; standard self sealing type; color and texture as selected from manufacturers standard collection..

## 2.2 COMPONENTS

- A. Underlayment: Synthetic roof underlayment meeting ASTM D226 physical properties.
1. CertainTeed Corp. "DiamondDeck"
  2. Owens Corning Corp. "ProArmor"
  3. Tamko Asphalt Products "Tam-Shield"
- B. Rake and Eave (Ice Dam) Protection: Sheet barrier 36 inch wide, of rubberized asphalt bonded to fiberglass mat 40 mil total thickness, with strippable treated release paper; by one of the following manufacturers:
1. CertainTeed Corp. "Winter Gard"
  2. Owens Corning Corp. "Deck-Dri"
  3. Tamko Asphalt Products "Moisture Guard Plus"
  - 4.
- C. Continuous Ridge Vents: Shingle-over, plastic, nominal 12 inches wide with vent openings that do not permit direct water or weather entry as recommended by the shingle manufacturer.

## 2.3 ACCESSORIES

- A. Nails: Standard round wire shingle type, 3/8" diameter head, hot dipped zinc coated steel type, of sufficient length to penetrate 3/4 inch into roof sheathing.
- B. NOTE: Staples are not permitted for attachment of asphalt shingles.
- C. Plastic Cement: ASTM D4586, Type II, Asphalt type with mineral fiber components, free of toxic solvents, capable of setting within 24 hours at temperatures of 75 degrees F and 50 percent RH.
- D. Lap Cement: Fibrated cutback asphalt type, recommended for use in application of underlayment, free of toxic solvents.
- E. Flashing Materials:
1. Sheet Flashings: Pre-finished aluminum to match existing.
- F. Bituminous Paint: Acid and alkali resistant type; black color.

## 2.4 FABRICATION

- A. Form flashings to size and profile to match existing unless otherwise indicated on Drawings, and to protect roofing materials from physical damage and shed water.

- B. Form flashing sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.
- C. Hem exposed edges of flashings minimum 1/4 inch on underside.
- D. Apply bituminous paint on concealed surfaces of flashings.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Section 01300 - Administrative Requirements: Coordination and project conditions.
- B. Verify roof penetrations and plumbing stacks are in place and flashed to deck surface.
- C. Verify roof openings are correctly framed.
- D. Verify deck surfaces are dry, free of ridges, warps, or voids.

### 3.2 PREPARATION

- A. Fill knot holes and surface cracks with latex filler at areas of bonded eave protection. Cover knot holes with sheet metal.
- B. Broom clean deck surfaces under eave protection and underlayment.

### 3.3 INSTALLATION

- A. Rake and Eave (Ice Dam) Protection Installation:
  - 1. Install rake and eave (Ice Dam) protection on sloped surfaces at locations indicated on the Drawings, but not less than at hips, ridges, eaves, valleys, sidewalls and chimneys, and surfaces over interior space within 36 inches the inside face of the exterior wall. Strictly comply with manufacturer's installation instructions.
- B. Protective Underlayment Installation:
  - 1. Place one ply of underlayment over complete area including area covered by eave protection, with ends and edges weather lapped per manufacturer's instructions. Stagger end laps of each consecutive layer. Nail in place.
    - a. On roof pitches less than 4 in. per foot, the deck shall be covered with two layers of underlayment by overlapping succeeding courses by one-half the sheet width.
- C. Metal Flashing and Accessories Installation:
  - 1. Weather lap joints minimum 2 inches and seal weather tight with plastic cement.
  - 2. Secure in place with nails. Conceal fastenings.
  - 3. Flash and seal work weather tight, projecting through or mounted on roofing with plastic cement.

D. Asphalt Shingles Installation:

1. Cut starter strip shingles on slotted end to 9 inch width. Fasten to eave granule side up in continuous mastic bed with slot end up-slope and edge overhanging eave 1/2 inch. Install shingles with 4 inch nominal maximum exposure for roof slopes of 3:12 or less. Install shingles with 5 inch maximum exposure for roof slopes greater than 3:12. Lay first course directly over starter strip with ends flush with starter strip at eaves and so joints in starter strip do not coincide with joints in first course.
  - a. Use shingles with the tabs cut off for starter strips. Do NOT invert these strips to avoid incorrectly positioning the self-sealant asphalt shingles.
2. Insure alignment by running vertical line down center of roof and laying shingles from center to rake and, in addition, snapping chalk line at least each fifth course to control horizontal alignment.
3. Install shingles with 1/2 inch overhang at both eaves and the rakes.
4. Lay shingles so end joints are offset at either 1/3 or 1/2 shingle length from previous row. System shall be consistent over entire roof
5. Use **Six (6)** fasteners in each shingle placed on line 5/8 inch under bottom edge of next line of shingles. Place fasteners evenly spaced. Should any fastener fail to penetrate solid decking, drive additional fastener nearby.
6. Run courses true to line with end joints properly placed. Leave shingles flat without wave and properly placed.
7. Cap ridges with individual shingles, maintaining **5** weather exposure. Place to avoid exposed nails. After installation, place one daub of plastic cement, one inch in diameter under each individual shingle tab exposed to weather, to prevent lifting.
8. Complete installation to provide weather tight service.

3.4 FIELD QUALITY CONTROL

- A. Before Substantial Completion, inspect roof to verify shingles self-sealed from exposure to prevent wind uplift. Apply plastic cement to secure shingles that failed to seal. Report results of inspection and required corrective measures.

3.5 CLEANING

- A. Clean Shingles and building of soiling caused by this installation.
- B. Leave metals clean and free of defects, stains and damaged finish.
- C. Remove debris resulting from work of this section from roof and site.
- D. Thoroughly inspect all completed work. Replace all shingles or other work that is damaged, and correct all other defects.

END OF SECTION

SECTION 07 71 00  
ROOF SPECIALTIES

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes factory fabricated and pre-finished gutters, downspouts and related accessories.

1.2 REFERENCES

- A. National Roofing Contractors Association:
  - 1. NRCA - The NRCA Roofing and Waterproofing Manual.
- B. Sheet Metal and Air Conditioning Contractors:
  - 1. SMACNA - Architectural Sheet Metal Manual.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
- B. Shop Drawings: Indicate configuration and dimension of components, adjacent construction, required clearances and tolerances, and other affected work.
- C. Product Data: Submit data on shape of components, materials and finishes, anchor types and locations.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with SMACNA and NRCA details.

1.5 WARRANTY

- A. Section 01 70 00 - Execution and Closeout Requirements: Product warranties and product bonds.
- B. Manufacturer's Standard Warranty: Warranted materials shall be free of defects in material and workmanship for five years after shipment.

PART 2 PRODUCTS

2.1 MANUFACTURED ROOF SPECIALTIES

- A. Manufacturers.
  - 1. Clinton Seamless Guttering, Inc.
  - 2. Substitutions: Section 01 60 00 - Product Requirements.

## 2.2 COMPONENTS

- A. Gutter: Seamless, K style profile, size to match existing.
  - 1. Aluminum Gutter Coil meeting 3105-H24 in the “Aluminum Standards and Data 1988” published by the Aluminum Association.
    - a. Gauge: .032, plus or minus .002.
    - b. Factory Finish: Thermo setting polyester enamel meeting ASTM D-4145-83.
- B. Downspouts: corrugated aluminum to match existing.
  - 1. Aluminum Downspout Coil meeting 3105-H24 in the “Aluminum Standards and Data 1988” published by the Aluminum Association.
    - a. Gauge: .027, plus or minus .002.
    - b. Factory Finish: Thermo setting polyester enamel meeting ASTM D-4145-83.

## 2.3 ACCESSORIES

- A. Miters, end caps, and other accessories shall be fabricated by the component manufacturer to suit the conditions indicated on the Drawings.
- B. Provide fasteners consistent with manufacturer's instructions for each product that is suitable for the substrate to which it is being installed.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
- B. Verify that sheet metal installation will not disrupt other trades. Verify that the substrate is dry, clean and free of foreign matter. Report and correct defects prior to installation.

### 3.2 INSTALLATION

- A. Coordinate installation of components of this section with installation of roofing materials and flashings.
- B. Coordinate installation of sealants and roofing cement with Work of this section to ensure water tightness.

### 3.3 PROTECTION

- A. Protect installed products until completion of project. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION