BID DOCUMENTS AND CONTRACTS

FOR

ST. CLAIR COUNTY HOUSING AUTHORITY

Capital Fund Improvements
AMPs 1, 2, 3, 4, 5 and 6
Brooklyn, Centreville, Washington Park, Swansea, New Athens, Millstadt and Dupo, Illinois

ADA and 504 Handicapped Accessible Conversions

COMMISSIONERS
Eugene Verdu, Chairman
Dan Barger
Billie Jean Miller
Vivian Cash
Sister Julia Huiskamp

EXECUTIVE DIRECTOR
Larry McLean

PROJECT MANAGER
David Wright

December 26, 2019

PACKAGE NUMBER _____

Contract Number IFB-19-B0003
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SECTION 1

INVITATION FOR BIDS
INVITATION FOR BIDS

The St. Clair County Housing Authority is accepting sealed bids for work officially known as; ADA and 504 Handicapped Accessible Conversions at Brooklyn, Centreville, Swansea, Washington Park, DuBo, New Athens and Millstadt, IL; at the Central Office Building, 1790 South 74th Street, Belleville, IL 62223 until 10:00 AM prevailing time February 20th, 2020. Bids will be opened at 10:00 AM at the same location.

OWNER’S CONTACT FOR THIS PROJECT: David Wright, Project Manager at (618) 277-6890.

DESCRIPTION OF WORK: Remove and replace flooring, drywall, toilets, sinks, vanities, doors, kitchen cabinets and install new hearing/visual smoke detectors CO2 detectors and doorbells; with all wiring, plumbing, trims and accessories.

JOB SITE VISITATION: A pre-bid meeting describing the job will be conducted on January 23rd, 2020, at 10:00 am by the owner’s representative. All bidders desiring to review the work should meet at, 1790 S. 74th St., Belleville, Illinois.

THIS WILL BE THE ONLY JOB SITE VISITATION CONDUCTED.

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. The surety company must be authorized to do business in the State of Illinois and must be acceptable to the Government. If the bid guarantee is not submitted with the bid, the PHA shall reject the bid. No bid may be withdrawn within sixty days after the scheduled bid opening.

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

AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY: All bidders are advised that they must satisfy the requirement to utilize qualified minority businesses to perform subcontracted work or supply materials and/or equipment for this project.

OWNER’S RIGHTS: The SCCHA reserves the right to reject any and all bids. The SCCHA may waive minor defects or irregularities in the bidding, other than the bid submission deadline, the bid bond requirement and the bid form, and further reserves the right to negotiate with the low bidder such changes in the price and scope of work as may be necessary to achieve financial feasibility.

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 SCCHA. HUD reserves the right to approve the contractor selected by the Authority.

BID DOCUMENTS: Persons interested in bidding may obtain a copy of the bid packet from the owner’s contact listed above. The Housing Authority is requiring a $25.00 non-refundable deposit for bid materials. Should a bidder find discrepancies or omissions in the drawings and specifications or should he/she be in doubt as to the meaning, he/she shall at once notify the owner. Any changes of interpretations of the bid documents will be issued by way of a formal addendum to all plan holders. All bidders must acknowledge receipt of addenda in the space provided on the Bid Form.

PERFORMANCE GUARANTY: The contractor shall be required to furnish a performance and payment bond for 100% of the contract price.

WAGE RATE DETERMINATION: All workers participating in the execution of this contract must be paid not less than Davis Bacon wage rates as listed in the attached Wage Decision.

PROJECT LABOR AGREEMENT: All contractors performing work shall sign and be party to the project labor agreement included in the specifications.

INSURANCE: The contractor must provide proof of Comprehensive General Public Liability and Automobile Liability Insurance each with a minimum of $1,000,000.00 with SCCHA listed as an additional insured (requiring a separate additional insured endorsement form attached to Certificate of Insurance) and Illinois Worker’s Compensation Insurance in accordance with Illinois State Law to the Owner prior to issuance of the “Notice to Proceed.”

ST. CLAIR COUNTY HOUSING AUTHORITY

Larry McLean
EXECUTIVE DIRECTOR

DATE 12/20/19
SECTION 2

INSTRUCTIONS TO BIDDERS HUD 5369
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 if:

(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;

(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 telexgram) 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/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 the 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/IHA's allowable funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see Rule 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/IHA's allowable funding, than award shall be made to that bidder. If no bid is within the allowable 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/IHA's allowable funding. If upon the application of all deductibles, no bid is within the PHA/IHA's allowable 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/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/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 must 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 disbursement 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.treas.gov/c570/index.html, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2166.

(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
(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

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

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HA's would be unable to enforce their contracts.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit.

The information requested does not lend itself to confidentiality.

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

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1. Definitions

(a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.

(b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.

(c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.

(d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.

(e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.

(f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.

(g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.

(h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.

(i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.

(j) "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.
6. Construction Progress Schedule

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the approved schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the configuration 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.

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

(a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.

(b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.
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 inherent 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 in 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 is necessary to complete the contract as 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" or "as indicated", or of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

(d) "Shop drawings" means drawings submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall indicate 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 offsets, 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 all the equipment and other material 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 C.F.R Part 1926. Failure to comply shall result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 99), 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, trauma injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 C.F.R 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 have 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 contractor, they shall be trimmed and the branches or limbs pruned 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 refinishings or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishings 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 procuring the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

(a) Definitions. As used in this clause -

(1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.

(2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.

(3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (d) 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 rescheduling or retset 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) contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminates for default the Contractor's right to proceed.

(i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor shall, upon request, promptly furnish all necessary facilities, labor, and materials. 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 time 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 the portion of the work the Contractor 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 therefor. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

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

23. Warranty of Construction

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of one year unless otherwise indicated from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year unless otherwise indicated from the date that the PHA takes possession.

(b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—

(1) The Contractor's failure to conform to contract requirements;

(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.


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

27. Payments

(a) The PHA shall pay the Contractor the price as provided in this contract.

(b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.

(c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

(d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

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

1. The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

2. Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,

3. This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name:

Title:

Date:

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

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 such written order or oral order (which, as used in this paragraph, 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) 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 receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor’s written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:
(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/or revision to shop drawings resulting from the change; Workers' 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 ensure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to
proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

(b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractor or supplier, 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 entitle Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of $ __________ (Contracting Officer insert amount) for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.

(b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the PHA in completing the work.

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

34. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contracting Officer to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until such date of termination; (4) the 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 30 days. If no claim is made, the PHA may make an offer to the Contractor to accept the termination of the contract and its execution.

(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 $50,000 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 its 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 contract 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 subcontract.

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

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

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

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

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

(b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

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

(d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

(e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

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

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

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

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.


(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were filled to circumvent the contractor's obligations under 24 CFR Part 135.

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

(g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450a) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

(a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, the President, or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the making of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into 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 fees 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, the President, or employee of Congress, or an employee of a Member of Congress in connection with any 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 or account thereof, except that the PHA shall be responsible for all such loss when a particular design is the product of a particular manufacturer or manufacturer 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 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

(e) 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 direct and pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds $2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

(a) Minimum Wages

(1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act [29 CFR Part 3]), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conform 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 any 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)(i) 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 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 actually 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)(i) 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 3728 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 debenture 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 working 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 or 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).

(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).


(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 unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.

(k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.
47. Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is applicable 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.


(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State, and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.
SECTION 4
SUPPLEMENTAL GENERAL CONDITIONS
SCCHA 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. The documents are being provided for reference purposes only. Bidders must obtain a signed and sealed hard copy set of the bidding documents, including bid form(s), from the offices of SCCHA 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 obtaining additional copies of plans and specifications at the contractor’s expense from the Architect.

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. Contractor is requested to have a work force comprised of at least 20% minority subcontractors and/or material suppliers.

J. 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.

K. Contractor may be required to work between established hours of 7:30 a.m. to 5:30 p.m.

L. The Contractor agrees to warrant the workmanship and materials of the Contract work against 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.

M. Contractor is responsible for security of the buildings, materials, equipment and supplies related to this contract.

N. 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. Contracts over $70,000.00 must be approved by the SCCHA Board of Commissioners prior to issuance of Notice of Award and Notice to Proceed.

O. The Contractor or Subcontractor is prohibited from placing lien on the PHA’s property.

P. No vehicles will be allowed on non-street areas of the property. Any damages created by construction vehicles, employee vehicles or delivery vehicles will be charged to the Contractor.

Q. At no time will any work be charged on an hourly rate or per hour basis.

R. The “Contractor shall provide cost proposals for all contract modifications on the enclosed forms; Construction Cost Estimate Breakdown (CCEB) and Construction Cost Estimate Breakdown Summary (CCEBS3 12/97)."
SECTION 5

ADDITIONAL INSURED ENDORSEMENT SAMPLE
SAMPLE COPY

ADDITIONAL INSURED ENDORSEMENT

Reference is made to the attached Certificate as To Evidence of Insurance.

It is agreed that: St. Clair County Housing Authority
1790 South 74th Street, Belleville, IL 62223

The person or organization to which the attached Certificate is issued is an additional insured. This applies only with respect to liability arising out of the acts or omissions of the named insured. It applies only to the coverage's indicated on the Certificate.

This extension of coverage does not apply:

1. To liability arising out of the negligence of the additional insured, its agents or employees, unless the agent or employee is the named insured.

2. To any defect of material, design or workmanship in any equipment of which the additional insured is the owner, lessor, manufacturer, mortgagee, or beneficiary.

3. To any vehicle liability when the named insured is not the owner or does not have care, custody, or control of the vehicle.

The intent of this endorsement is to provide the coverage as stated above and in the Certificate. If any court shall interpret this endorsement to provide coverage other than what is stated above then our limits of liability shall be the limits of bodily injury liability and property damage liability specified by any motor vehicle financial responsibility law of the state, province, or territory where the named insured resides. If there is no such law, our limit of liability shall be $5,000 on account of bodily injury sustained by one person in any one occurrence and subject to this provision respecting each person, $10,000 on account of bodily injury sustained by two or more persons in any one occurrence. Our total liability for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed $5,000. This endorsement does not increase the coverage limit.

This endorsement becomes a part of the policy to which it is attached and supersedes and controls anything in the policy contrary hereto but is otherwise subject to the Declarations, Insuring Agreements, Exclusions and Conditions thereof.
SECTION 6

STANDARD FORM AGREEMENT
STANDARD FORM AGREEMENT

BETWEEN

ST. CLAIR COUNTY HOUSING AUTHORITY

AND

CONTRACTOR

Be it understood that as of this day, __________, the St. Clair County Housing Authority (hereafter called the “Owner”) has entered into an Agreement with ______________ (hereafter called the “Contractor”) for the work “ADA and 504 Handicapped Accessible Conversions” as proposed on; February 20th, 2020 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 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 by the Contract Documents for:

Description of work: Take existing non-ADA/504 handicapped apartments and make them ADA and 504 Handicapped Accessible compliant apartments.

Property: PHA wide; AMPs 1, 2, 3, 4, 5 and 6

Location: Brooklyn, Centreville, Swansea, Washington Park, Dupo, New Athens and Millstadt, Illinois

ARTICLE 3

PERFORMANCE BOND

Prior to the “Notice to Proceed” the Contractor agrees to provide a performance and payment bond for 100% of the contract price.

ARTICLE 4

INSURANCE

Contractor shall provide proof of Comprehensive General Public Liability and Automobile Insurance with a minimum of $1,000,000 limit per occurrence with a minimum of 2,000,000 aggregate limit. Certificate shall have original signatures on an original Certificate of Insurance. Copies, including those electronically transmitted, are not acceptable. St. Clair County Housing Authority, 1790 S. 74th Street, Belleville, IL 62223, shall be listed on the Certificate as an Additional Insured with an Additional Insured Endorsement Form as an attachment to the
Certificate of Insurance. Additional insured coverage must be primary over any other valid and collectible insurance available to SCCHA whether primary, excess, contingent or on any other basis. The insurer shall change the language in the “Cancellation Block” to read “the issuing company shall mail written notice to the certificate holder named” and statements such as “endeavor to notify” or “attempt to notify” shall not be acceptable. The cancellation notice notification period shall also be noted as 30 days.

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 March 31st, 2020 and is to be completed within 125 days, but no later than 4:00 p.m. Prevailing Time August 3rd, 2020; 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.

ARTICLE 9
MATERIALS

Contractor will furnish all materials 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, in current funds, 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 approved and issued 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 by no other subcontractor and/or material suppliers required to complete 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 additional 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 employment 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.

Recipient (SCCHA)  
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.

Minority Participation Goal: Pursuant to established St. Clair County Housing Authority Affirmative Action and Equal Opportunity Goals, the Contractor shall be advised that they must satisfy the requirement to utilize qualified minority businesses to perform subcontract work or supply materials and/or equipment for this project. The established goal for said participation shall be no less than 20% of the total contract price.

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

1. Bid package
2. Instructions to Bidders HUD 5369
3. General Conditions HUD 5370
4. SCCHA Supplemental General Conditions
5. Wage Decision
6. Bid Form
7. Statement of Bidders HUD 5369A
8. Contract Documents
9. Affirmative Action & EEO Requirements
10. Certification of Payments HUD 50071
11. Disclosure of Lobbying Activities HUD SF-LLL
12. Section 3 Documents
13. Plans and Specifications
14. Working Drawings
ADA and 504 Handicapped Accessible Conversions, PHA wide, IL

THIS AGREEMENT EXECUTED ON THIS DATE:

OWNER:
St. Clair County Housing Authority
1790 South 74th Street
Belleville, IL 62223

BY: __________________________
   Larry McLean
   Executive Director

DATE: _________________________

CONTRACTOR:

BY: __________________________
   Contractor Signature

DATE: _________________________
**ST. CLAIR COUNTY HOUSING AUTHORITY**

**CONSTRUCTION COST ESTIMATE BREAKDOWN SUMMARY**

**CONTRACT MODIFICATION NO.:**

**DATE:**

**PROJECT:**

**CONTRACTOR:**

**I. CONTRACTOR WORK PERFORMANCE BREAKDOWN**

NOTE: Construction Cost Estimate Breakdown Must Be Attached

<table>
<thead>
<tr>
<th>Description</th>
<th>Additions</th>
<th>Deletions</th>
<th>Net Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Material/Equipment Costs</td>
<td>$</td>
<td>-$</td>
<td>$</td>
</tr>
<tr>
<td>B. Labor Cost</td>
<td>$</td>
<td>-$</td>
<td>$</td>
</tr>
<tr>
<td>C. Other Direct Cost</td>
<td>$</td>
<td>-$</td>
<td>$</td>
</tr>
<tr>
<td>D. Total Direct Cost</td>
<td>$</td>
<td>-$</td>
<td>$</td>
</tr>
<tr>
<td>E. Overhead* 10% of D (add) 10% of D (Del)</td>
<td>$</td>
<td>-$</td>
<td>$</td>
</tr>
<tr>
<td>F. Subtotal (lines D + E)</td>
<td>=$</td>
<td></td>
<td>=$</td>
</tr>
<tr>
<td>G. Profit 10% of F (Net Total)</td>
<td>=$</td>
<td></td>
<td>=$</td>
</tr>
<tr>
<td>H. Total Unit Prices (Includes overhead and profit)</td>
<td>=$</td>
<td></td>
<td>=$</td>
</tr>
<tr>
<td>I. Total (Net Total of Lines F + g + H)</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

*Overhead to be calculated individually for net totals of additions & deletions. Credit for Overhead of Deletions may or may not be included as negotiated with the Contracting Officer.

**II. SUBCONTRACTOR'S SUMMARY OF DETAILED BREAKDOWN AND CONTRACTORS MARK-UP**

*Note: Subcontractors direct cost below shall include 10% overhead.

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>Additions</th>
<th>Deletions</th>
<th>Net Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>-$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>-$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>-$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>-$</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>J. Total Direct Cost</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>K. Contractors O &amp; P 6% of line J =</td>
<td>$ (minimum $50.00)</td>
</tr>
<tr>
<td>L. Profit of Subcontractor's 10% of line J =</td>
<td>$</td>
</tr>
<tr>
<td>M. Total O &amp; P (Lines K + L)</td>
<td>$</td>
</tr>
<tr>
<td>N. Total Subcontractor's Unit Prices (Includes Overhead and Profit)</td>
<td>$</td>
</tr>
<tr>
<td>O. Total (lines J + M+ N)</td>
<td>$</td>
</tr>
</tbody>
</table>

**III. PROPOSAL**

The proposal (increases) (decreases) the contract amount by: TOTAL PRICE (Lines I + O) $ 

Firm Name ________________________________ by ________________________________

Date ________________________________ Title ________________________________

Note: Attached detailed breakdowns from Contractor and each subcontractor identifying direct cost, overhead and profit, separately
## St. Clair County Housing Authority

**Construction Cost Estimate Breakdown**

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Item</th>
<th>Unit of Measure</th>
<th>Quantity</th>
<th>Unit</th>
<th>Total</th>
<th>Manhours</th>
<th>Rate</th>
<th>Total</th>
<th>Other Direct Cost</th>
<th>Line Total</th>
</tr>
</thead>
</table>

**Contractor/Subcontractor:**

**Date:**

**Contract for: (work to be performed):**

**Contract Modification Number:**

**Project:**

**Proposed Total Contract Price:**

**Work Location:**

---

SCCHA Form CCEB 12/97
SECTION 8
WAGE DECISION
"General Decision Number: IL20190007 11/22/2019

Superseded General Decision Number: IL20180007

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: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) for the EO minimum wage rate, if it is
higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

<table>
<thead>
<tr>
<th>Modification Number</th>
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<tr>
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<td>01/04/2019</td>
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<tr>
<td>1</td>
<td>01/11/2019</td>
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<td>2</td>
<td>01/18/2019</td>
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<td>3</td>
<td>01/25/2019</td>
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<td>07/12/2019</td>
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<td>08/02/2019</td>
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<td>08/09/2019</td>
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<td>15</td>
<td>11/08/2019</td>
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<td>16</td>
<td>11/22/2019</td>
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**ASBESTOS WORKER/HEAT & FROST**

<table>
<thead>
<tr>
<th>Insulator</th>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td></td>
<td>$38.70</td>
<td>23.17</td>
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https://beta.sam.gov/wage-determination/II-20190007/16/document
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<thead>
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<tr>
<td>BOILERMAKER</td>
<td>$36.50</td>
<td>29.89</td>
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<tr>
<td>BRIL0008-006</td>
<td>08/01/2017</td>
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<tr>
<td>Bricklayer, Caulker, Cleaner, Pointer &amp; Stonemason (Including Marble Mason, Tile Layer)</td>
<td>$33.13</td>
<td>22.05</td>
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<td>ST. CLAIR COUNTY</td>
<td></td>
<td></td>
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<tr>
<td>CARP0500-002</td>
<td>05/01/2019</td>
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<tr>
<td>CARPENTER (Lather, Piledriver, and Millwright)</td>
<td></td>
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<tr>
<td>Building</td>
<td>$39.53</td>
<td>17.77</td>
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<tr>
<td>Residential</td>
<td>$30.00</td>
<td>17.77</td>
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<tr>
<td>Carpet Installer (Carpet, Linoleum, Hardwood, and Tile Layer)</td>
<td>$34.21</td>
<td>17.69</td>
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<tr>
<td>MADISON COUNTY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CARPENTER (Lather, Piledriver, and Millwright)</td>
<td></td>
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</tbody>
</table>
Building........................ $38.85  17.10
Residential....................... $29.50  17.10

Carpenters (Carpenters,
Linoen, Hardwood, and Tile
Layer)............................ $33.43  17.02

ELEC0309-005 09/02/2019

MADISON (Remainder) and ST. CLAIR COUNTIES

<table>
<thead>
<tr>
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<th>Fringes</th>
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<tbody>
<tr>
<td>ELECTRICIAN</td>
<td></td>
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<tr>
<td>Building........................ $41.83  32.41%+7.99</td>
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<tr>
<td>Residential....................... $34.50  51.90%</td>
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ELEC0309-014 09/01/2019

MADISON (Remainder) and
ST. CLAIR COUNTIES

<table>
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<th>Rates</th>
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<tr>
<td>ELECTRICAL LOW VOLTAGE WIRING</td>
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<tr>
<td>INSTALLER........................ $35.28  14.27</td>
<td></td>
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</tbody>
</table>

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, educational, 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.
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 PER HOURS

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.

$33.06  17.19

ELECTRICIAN

Building Construction.

$42.01  27.36

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 01/01/2019

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>ELEVATOR MECHANIC  $ 50.09</td>
<td>33.705+a+b</td>
</tr>
</tbody>
</table>

FOOTNOTES:

a) Employer contributes 8% of regular basic hourly rate as  
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.

---

ENG10520-003 08/01/2018

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</table>
| POWER EQUIPMENT OPERATOR  
Group 01 .......................... $ 38.30 | 32.15 |
| Group 02 .......................... $ 37.17 | 32.15 |
| Group 03 .......................... $ 32.69 | 32.15 |
GROUP 04
$32.75
32.15

GROUP 05
$32.42
32.15

GROUP 06
$40.85
32.15

GROUP 07
$41.15
32.15

GROUP 08
$41.43
32.15

GROUP 09
$39.30
32.15

GROUP 10
$40.30
32.15

GROUP 11
$40.30
32.15

GROUP 12
$41.30
32.15

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, Cherry挑kers, 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 of bidwells, 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 skidders, 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 motors the bolting and unbolting the adjusting and shimming, (dewatering jobs, whirley crane, conveyor belts) etc., batch plants (all sizes), roto mills, conveyors systems of any size and any configuration, hydrosedders and strawblowers all sizes, operation, repair, service of all vibratory hammers, all power packs 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 transporters) 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 Whirleys and Asphalt Spreader Oiler; Heavy Equipment Oilers; Truck Cranes; Monigans; Large over
65 tons capacity; Concrete Plant Oilier and Black Top Plant Oilier

GROUP 5: Oiliers

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 Booms, 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

<table>
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<tr>
<th>TRCN0392-004 06/01/2016</th>
<th></th>
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<tbody>
<tr>
<td>Rates</td>
<td>Fringes</td>
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<tr>
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</table>
LABORER

Group 1...........................$ 25.76  27.48
Group 2...........................$ 26.26  27.48
Group 3...........................$ 27.26  27.48

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

GROUP 3 - Dynamite Man

--------------------------------------------------------------------------------------------------------------------
LABO0100-001 08/01/2017

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

<table>
<thead>
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<th>Rates</th>
<th>Fringes</th>
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<td>LABORERS</td>
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<td>$ 30.79</td>
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<td>Group 2..........</td>
<td>$ 31.29</td>
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<tr>
<td>Group 3..........</td>
<td>$ 32.29</td>
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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
LAB00218-002 08/01/2017

MADISON COUNTY (Northwest)

<table>
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<td>$30.59</td>
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<td>$32.09</td>
<td>22.65</td>
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LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

GROUP 3 - Dynamite Man

LAB00338-001 08/01/2017

MADISON COUNTY (Westside)

<table>
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<th>Fringes</th>
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<tbody>
<tr>
<td>$30.13</td>
<td>23.11</td>
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<tr>
<td>$30.63</td>
<td>23.11</td>
</tr>
<tr>
<td>$31.63</td>
<td>23.11</td>
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</table>

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer
GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker

GROUP 3 - Dynamite Man

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

GROUP 3 - Dynamite Man

ST. CLAIR COUNTY (South)

LABORERS

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<thead>
<tr>
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<tr>
<td>Group 1</td>
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<td>24.61</td>
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<td>Group 2</td>
<td>$29.13</td>
<td>24.61</td>
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</table>
LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

GROUP 3 - Dynamite Man

---------------------------------------------------------------
LAB00670-002 08/01/2017

ST CLAIR COUNTY (Northeast)

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<td>$28.55</td>
<td>25.19</td>
</tr>
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<td>$29.55</td>
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LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

GROUP 3 - Dynamite Man

---------------------------------------------------------------
LAB00742-003 08/01/2017

ST. CLAIR COUNTY (Eastside)
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<tr>
<td>Group 1.$ 26.37</td>
<td>26.87</td>
</tr>
<tr>
<td>Group 2.$ 26.87</td>
<td>26.87</td>
</tr>
<tr>
<td>Group 3.$ 27.87</td>
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<td>LABORER CLASSIFICATIONS:</td>
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<tr>
<td>GROUP 1 - General Laborer</td>
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<tr>
<td>GROUP 2 - Asbestos Abatement Worker and Hazardous Waste Worker; Lead Base Paint Worker</td>
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**PAIN0059-005 05/01/2017**

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<td>Residential.$ 29.95</td>
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<tr>
<td>Epoxy or Toxic-Lead-Based Paint Work-$1.00 Premium</td>
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**PAIN0511-003 11/01/2016**

<table>
<thead>
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<th>Rates</th>
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<tr>
<td>BOND, CALHOUN, CLINTON, GREENE, JACKSON, JERSEY, MACOUPIN (Southside), MADISON, MARION, MONROE, PERRY, RANDOLPH, ST. CLAIR, AND WASHINGTON COUNTIES</td>
<td></td>
</tr>
<tr>
<td>GLAZIER.$ 33.40</td>
<td>24.60</td>
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<td></td>
<td>Rates</td>
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<td>----------------</td>
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<tr>
<td>CEMENT MASON</td>
<td>$33.90</td>
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<td>PLASTERER</td>
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<td>TERRAZZO WORKER/SETTER</td>
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<td>TILE SETTER</td>
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<thead>
<tr>
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<tbody>
<tr>
<td>PLUMBER/IPPEFITTER</td>
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<thead>
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<tr>
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<td>PLUMBER/IPPEFITTER</td>
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<td>16.85</td>
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<td>Occupation</td>
<td>Rates</td>
<td>Fringes</td>
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<tr>
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<tr>
<td>Steamfitter</td>
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<tr>
<td>PLUMBER/PIPEFITTER</td>
<td>$43.06</td>
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**FOOTNOTES:**

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

<table>
<thead>
<tr>
<th>Occupation</th>
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<tr>
<td>ROOFER</td>
<td>$33.30</td>
<td>18.41</td>
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<tr>
<td></td>
<td></td>
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</tr>
<tr>
<td>WITHIN A 30 MILE RADIUS OF ST. LOUIS, MO</td>
<td></td>
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<table>
<thead>
<tr>
<th>Occupation</th>
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<tbody>
<tr>
<td>Sprinkler Fitters</td>
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REMAINDER OF COUNTIES

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SHEEO268-002 07/01/2017

Sheet Metal Worker

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TEAM0050-003 05/01/2019

ST CLAIR COUNTY

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TRUCK DRIVER

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<tr>
<td>2</td>
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<tr>
<td>3</td>
<td>$39.01</td>
<td>19.85</td>
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<tr>
<td>4</td>
<td>$39.34</td>
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</tr>
<tr>
<td>5</td>
<td>$40.39</td>
<td>19.85</td>
</tr>
</tbody>
</table>

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 05/01/2019

MADISON COUNTY

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 38.17</td>
<td>19.85</td>
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<tr>
<td>$ 38.71</td>
<td>19.85</td>
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<tr>
<td>$ 39.01</td>
<td>19.85</td>
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<tr>
<td>$ 39.34</td>
<td>19.85</td>
</tr>
<tr>
<td>$ 40.39</td>
<td>19.85</td>
</tr>
</tbody>
</table>

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.

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""3U"" 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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.0 and 29 CFR Part 7). Write to:

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

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

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

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

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

____________________________________________________________________________

END OF GENERAL DECISION"
SECTION 9

PLA REQUIREMENTS
Award of Contract

The general contract will be awarded to the lowest responsible and eligible general bidder complying with the conditions and requirements provided in these instructions, the bid forms and the other bid documents. A “responsible” bidder is a bidder demonstrably possessing the skill, ability and integrity necessary to faithfully perform the work called for by the contract, based upon a determination of competent workmanship and financial soundness. An “eligible” bidder is a bidder who is not debarred from bidding under any applicable law, and who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the project. In the interest of such harmony, the long-term supply of skilled manpower, and to provide a legally enforceable means of assuring labor stability and labor peace over the life of the project, each successful bidder and any and all levels of subcontractors, as a condition of being awarded a contract or subcontract, shall be required to enter into a Project labor Agreement for the project known as: **ADA and 504 Handicapped Accessible Conversions, PHA wide, IL.** located in (St. Clair County) with the Southwestern Illinois Building and Construction Trades Council, AFL-CIO, and its Signatory Affiliated Local Unions for the development and construction of the project, and will be bound by the provisions of that agreement in the same manner as any other provision of the contract.
Attachment No. 1

ST. CLAIR COUNTY HOUSING AUTHORITY
PROJECT LABOR AGREEMENT

As adopted on November 10, 2004 by the
Southwestern Illinois Building & Construction Trades Council Board of Business Agents

This agreement is entered into this ______ day of ___________, 2019, by and between __________________________ (Contractor) and the Southwestern Illinois Building Trades Council (SIBTC) for and on behalf of its affiliates which sign a “Union Letter of Assent” (Signatory Union Affiliates) for this Project Labor Agreement, hereinafter referred to as the “Union.” This Agreement shall apply to work performed by the Employer and its Contractors and Subcontractors on new construction and/or capitalized rehabilitation work undertaken and paid for by the SCCHA, hereinafter referred to as the Owner.

ARTICLE I – INTENT AND PURPOSES

1.1 This Project Agreement shall apply and is limited to the recognized and accepted historical definition of new construction and/or capitalized rehabilitation work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

The Project is defined as:

Remove and replace flooring, drywall, toilets, sinks, vanities, doors, kitchen cabinets and install new hearing/visual smoke detectors CO2 detectors and doorbells; with all wiring, plumbing, trims and accessories at the SCCHA property located in Brooklyn, Centreville, Swansea, Washington Park, Dupo, New Athens and Millstadt, IL

1.2 It is agreed that the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. The Project Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, (including all vertical agreements), except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of the International Union of Elevator Constructors.

1.3 The Contractor agrees to be bound by the terms of the Collective Bargaining Agreements and amendments thereto of the Signatory Union Affiliates and the applicable employers association, if any, with the Signatory Union Affiliates with which it has a present bargaining relationship. If there has previously been bound to all such bargaining relationship, the contractor or subcontractor shall sign and be bound to all such agreements with Signatory Union Affiliates as outlined in the scope of work in the required pre-job conference. Such agreements are incorporated herein by reference. In order to comply with the requirements of the various fringe benefit funds to which the Contractor is to contribute, the Contractor shall sign such participation agreements as are necessary and will honor the fringe benefit collection procedures as required by the Collective Bargaining Agreement with Signatory Union Affiliate.

1.4 The Contractor and the Union agree that should the Collective Bargaining Agreement (CBA) of any Signatory Union Affiliate expire prior to the completion of this project, the expired contracts’ terms will be maintained
until a new CBA is ratified. The wages, and fringe benefits included in any new CBA will be effective on the effective date of the newly negotiated CBA unless wage and fringe benefit retroactivity is agreed upon by the bargaining parties.

1.5 Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation work, or function which may occur at the Project site or be associated with the development of the Project.

1.6 This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates, subsidiaries, or Non-Signatory Union Affiliates.

1.7 The Owner and/or the Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or nonexistence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.

1.8 Items specifically excluded from the scope of this Agreement include but are not limited to following: [list all items to be excluded].

1.9 The provisions of this Project Agreement shall not apply to the Owner and nothing contained herein shall be construed to prohibit or restrict Owner or its employees from performing work not covered by this Project Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by the Owner, the Project Agreement will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in capitalized improvements and warranty functions required by its contract with the Owner during the term of this Agreement.

1.10 It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

1.11 It is understood that the liability of any employer and the liability of a Signatory Union Affiliate and the SIBTC under this agreement shall be several and not joint. Provided that the SIBTC or a Signatory Union Affiliate comply with their own obligations under this Agreement, the SIBTC and non-breaching Signatory Union Affiliates will not be liable for a breach of this Agreement by a breaching Signatory Union Affiliate or any action taken by a Non-Signatory Union Affiliate. The Union agrees that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

1.12 Each affiliate union of the SIBTC representing employees engaged in construction work covered by this Agreement shall be requested to sign the “Union Letter of Assent”, in the form attached hereto; provided, that the failure of any affiliate union to sign such Union Letter of Assent prior to commencement of construction work shall not diminish the applicability of this Agreement to the SIBTC and the union affiliates which have signed a Union Letter of Assent. Affiliates unions that have signed the Union Letter of Assent will be referred to as “Signatory Union Affiliates” and affiliate unions that have not signed the Union Letter of Assent will be referred to as “Non-Signatory Union Affiliates”.
ARTICLE II-RECOGNITION

2.1 The Contractor recognizes the SIBTC and the Signatory Union Affiliates as the sole and exclusive bargaining representatives for its craft employees employed on the job site. Signatory Union Affiliates will have recognition on the project for their craft.

ARTICLE III-ADMINISTRATION OF AGREEMENT

3.1 In order to assure that all parties have a clear understanding of the Agreement, to promote harmony and address potential problems, a pre-job conference will be held with the Contractor, SIBTC Representatives and all signatory parties prior to the start of any work on the project.

3.2 Representatives of the Contractor and the Union shall meet as required but not less than once a month to review the operation of this Agreement. The representatives at this meeting shall be empowered to resolve any dispute over the application of the Agreement.

3.3 The Contractor shall make available in writing to the Union no less than one week prior to these meetings a job status report, planned activities for the next 30 day period, actual numbers of craft employees on the project and estimated numbers of employees by craft required for the next 30 day period. The purpose of this report is to allow time to address any potential jurisdictional problems and to ensure that no party signatory to the Agreement is hindering the continuous progress of the project through a lack of planning or shortage of manpower.

ARTICLE IV-HOURS OF WORK OVERTIME SHIFTS & HOLIDAYS

4.1 The standard work day shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. with one-half hour designated as unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Starting time which is to be established at the pre-job conference will be applicable to all craft employees on the project. Should job conditions dictate a change in the established starting time and/or a staggered lunch period on certain work of the project or with individual crafts, the Contractor, Business Managers of the Signatory Union Affiliates involved and the SIBTC shall mutually agree to such changes. If work schedule change cannot be mutually agreed to between these parties, the hours fixed in the Agreement shall prevail.

4.2 All time before and after the established work day of eight (8) hours, Monday through Friday and all time Saturday shall be paid in accordance with each crafts current collective bargaining agreement. All time on Sunday and Holidays shall be paid for at a rate of double time.

   a. Fringe benefit payments for all overtime work shall be paid in accordance with each Signatory Union Affiliate’s current Collective Bargaining Agreement.

4.3 Shift work, if used, shall be as provided in the collective bargaining agreement of each affected Signatory Union Affiliate.

4.4 Recognized Holidays shall be as follows: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Veteran’s Day (to be celebrated on November 11), Thanksgiving Day and Christmas Day. No work will be performed on Labor Day under any consideration, except in an extreme emergency and then only after consent is given by the Business Manager of the Signatory Union Affiliates.
ARTICLES V- ABSENTEEISM

5.1 The Contractor and the Union agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop a record of such absenteeism shall be identified by the Contractor to the appropriate referral facility and the Contractor shall support such action with the work record of the involved employee. Any employee terminated for such absenteeism shall not be eligible for rehire on the project for a period of no less than ninety (90) days.

ARTICLE VI- MANAGEMENT RIGHTS

6.1 The Contractor retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement and the collective bargaining agreements of the Signatory Union Affiliates.

ARTICLE VII- GENERAL WORKING CONDITIONS

7.1 Employment begins and ends at the project site, to be determined at the Pre-Job Conference.

7.2 Employees shall be at their place of work at the starting time and shall remain at their place of work until quitting time. The parties reaffirm their policy of a fair day’s work for a fair day’s pay.

7.3 The Contractor may utilize brassing, or other systems to check employees in and out. Should such procedures be required, the techniques and rules regarding such procedures shall be established by mutual consent of the parties at the pre-job conference.

7.4 There shall be no limit on production by workmen or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any work of their trade and shall work under the direction of the craft foreman. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

7.5 Crew Foreman shall be utilized as per the existing collective bargaining agreements. The Contractor agrees to allow crew foremen ample time to direct and supervise their crew. The Union agrees there will be no restrictions placed on crew foreman’s ability to handle tools and materials.

7.6 The Contractor may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement will not be recognized.

7.7 Should overtime work be required, the Contractor will have the right to assign specific employees and/or crews to perform such overtime work as is necessary to accomplish the work.

7.8 The Contractor may establish such reasonable project rules as the Contractor deems appropriate. These rules will be reviewed and established at the pre-job conference and posted at the project site by the Contractor.

7.9 It is recognized that specialized or unusual equipment may be installed on the project and in such cases, the Union recognizes the right of the Contractor to involve the equipment supplier or vendor’s
personnel in supervising the setting of the equipment, making modifications and final alignment which may be necessary prior to and during the start-up procedure, in order to protect factory warranties.

7.10 In order to promote a harmonious relationship between the equipment or vendor’s personnel and the Building Trades craftsmen, a meeting shall be held between the Contractor and the Unions prior to any involvement on the project by these personnel. The Contractor will inform the Union of the nature of involvement by these personnel and the numbers of personnel to be involved, allowing ample time for the Union representatives to inform their stewards prior to the start of any work.

ARTICLE VIII - SAFETY

8.1 The employees covered the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulation as established by the Contractor in accordance with the Construction Safety Act and OSHA.

   a. These rules and regulations will be published and posted at conspicuous places throughout the project.

8.2 In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Contractor on a jobsite to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make the SIBTC or any of its affiliates liable to any employee or to other persons in the event that injury or accident occurs.

ARTICLE IX - SUBCONTRACTING

9.1 The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

ARTICLE X - UNION REPRESENTATION

10.1 Authorized representatives of the SIBTC and its Signatory Union Affiliates shall have access to the project provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the project.

10.2 Each Signatory Union Affiliate shall have the right to designate a working journeyman as a steward. Such designated steward shall be a qualified worker performing the work of that craft and shall not exercise any supervisory functions. Each steward shall be concerned with the employees of the steward’s employer and not with the employees of any other employer.

10.3 The working steward will be paid at the applicable wage rate for the classification in which he is employed.

10.4 The working steward shall not be discriminated against because of his activities in performing his duties as steward, and except as otherwise provided in local agreements, shall be the last employee in his craft to be laid off in any reduction in force. Stewards will be subject to discharge to the same extent that other employees are only after notification to the Union Representative. The Contractor will permit stewards
sufficient time to perform the duties inherent to a steward’s responsibilities. Stewards will be offered available overtime work if qualified.

ARTICLE XI- DISPUTES AND GRIEVANCES

11.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Signatory Union Affiliates will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

11.2 The Contractors, Union, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance arbitration provisions set forth in this Article.

11.3 Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

   Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

   (b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduce to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

   Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

   Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be formal and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).
(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or retract from any of the provisions of this Agreement.

11.4 The Project Contractor and Owner shall be notified of all action at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE XII- JURISDICTIONAL DUTIES

12.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved, in accordance with applicable Collective Bargaining Agreements and past practices. To the extent that past practice is a factor is assigning work under the Project Labor Agreement, including assignments under any collective bargaining agreements to which any of the signatory contractors hereto may be a party, the practice to be applied shall be that followed within the geographical area encompassed by the Southwestern Illinois Building and Construction Trades Council. The practice followed in any other geographical area, even though a Union signatory to this Project Labor Agreement may also represent employees in that area, shall not be a factor in the assignment. All jurisdictional disputes between or among Building and Construction Trades Unions and employee and the Contractor, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor and Union parties to this Agreement.

12.2 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Contractor’s assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

12.3 Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE XIII- WORK STOPPAGES AND LOCKOUTS

13.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the SIBTC, its Signatory Union Affiliates or by any employee and there shall be no lockout by the Contractor. Failure of any Signatory Union Affiliate or employee to cross any picket line established at the project site is a violation of this Article.

13.2 The SIBTC and its Signatory Union Affiliates shall not sanction, aid or abet, encourage or continue any work stoppage, picketing or other disruptive activity and will not make any attempt of any kind to dissuade others from making deliveries to or performing services for or otherwise doing business with the Contractor at the project site. Should any of these prohibited activities occur the SIBTC and the Signatory Union Affiliates will take the necessary action to end such prohibited activities.

13.3 No employee shall engage in any activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

13.4 Neither the SIBTC nor its Signatory Union Affiliates will be liable for acts of employees for whom it has no responsibility. The principal officer or officers of the SIBTC will immediately instruct order and
use the best efforts of his office to cause Signatory Union Affiliates to cease any violations of this Article. The SIBTC in its compliance with this obligation shall not be liable for unauthorized acts of Signatory Union Affiliate or Non-Signatory Union Affiliates. The principal officer or officers of any involved Signatory Union Affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any instance.

13.5 In lieu of any action at law or equity, any party shall institute the following procedure when a breach of this Article is alleged; after all involved parties have been notified of the fact.

a. The party invoking this procedure shall notify ___________________________________________ whom the parties agree shall be the permanent arbitrator under this procedure. In the event the permanent arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the arbitrator shall be by the most expeditious means available, with notice by telegram or any effective written means to the party alleged to be in violation and all involved parties.

b. Upon receipt of said notice the arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exists but not before twenty-four (24) hours after the telegraph notice to all parties involved as required above.

c. The Arbitrator shall notify the parties by telegram or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.

d. The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.

e. Such Award may be enforced by any court of competent jurisdiction upon the filing of the Agreement and all other relevant documents referred to herein above in the following manner. Telegraphic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator’s Award as issued under Section 13.5 of this Article, all parties waive the right to a hearing and agree that such proceedings may be exparte. Such agreement does not waive any party’s right to participate in a hearing for a final order of enforcement. The Court’s order or orders enforcing the Arbitrator’s Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.
f. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.

g. The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

h. If the Arbitrator determines in accordance with Section 13.5 that the SIBTC or a Signatory Union Affiliate has violated Article XIII, the SIBTC or the Signatory Union Affiliate shall, within eight (8) hours of receipt of this Award, direct all employees they represent at the project to immediately return to work. If the employees do not return to work at the beginning of the next regularly scheduled shift following receipt of the Arbitrator’s Award, and the SIBTC or Signatory Union Affiliate have not complied with Section 13.4 above, then the SIBTC or the Signatory Union Affiliate which has not complied with Section 13.4 shall pay the sum of ten thousand dollars ($10,000) as liquidated damages to the affected owner, and shall pay an additional ten thousand dollars ($10,000) per shift for each shift thereafter on which the employees have not returned to work. The Arbitrator shall retain jurisdiction to determine compliance with this Section and Section and Section 13.4, and to assess liquidated damages.

ARTICLE XIV- GENERAL SAVINGS CLAUSE

14.1 If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

ARTICLE XV- TERM OF AGREEMENT

15.1 This Agreement shall be in full force as of and from the date of the Notice of Award to the Final Acceptance of all applicable contractors.

IN WITNESS WHEREOF, the respective duly authorized representatives of the parties hereto have executed this Agreement on the date set forth opposite their respective signatures.

Date:__________________________

______________________________
(Contractor Representative)

______________________________
(Firm’s Name)

______________________________
(Firm’s Address)

______________________________
(Phone Number)

Date:__________________________

Charles “Totsie” Bailey, Exec. Sec.-Treas.
Southwestern Illinois Building & Construction Trades Council
24 Meadow Heights Professional Park
Collinsville, IL  62234
ATTACHMENT A (CONTRACTOR LETTER OF ASSENT)

Note: All contractors of whatever tier (except those construction contractors who have directly signed the Agreement) shall execute the following Letter of Assent prior to commencing work:

CONTRACTOR LETTERHEAD

DATE

To: (Name of Owner)
   (Address of Owner)

   RE: __________________________ Construction Project Agreement

Dear Sir:

Pursuant to Article I, Section 1.2, of the above reference Agreement, the undersigned contractor hereby agrees that it will be bound by and comply with all terms and conditions said Project Labor Agreement, and any amendments thereto.

This Letter of Assent will remain in effect for the duration of the Agreement, and any extensions, after which this understanding will automatically terminate, except as provided for in Article I, Section 1.9, of the Agreement.

Sincerely,

(Name of Contractor of Subcontractor)

By: _______________________________

Title: ______________________________
THE FOLLOWING DOCUMENTS

ARE TO BE RETURNED WITH CONTRACTORS BID
SECTION 10

NON-COLLUSIVE AFFIDAVIT
NON-COLLUSION AFFIDAVIT

STATE OF ILLINOIS )

COUNTY OF ST. CLAIR )

____________________________________ 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 St.

Clair County Housing Authority or any person interested in the proposed contract, and that all

statements in said proposal or bid are true.

_______________________________________

Signature of Bidder—if 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
SECTION 11

Certification of Payments to Influence Federal Transactions HUD 50071
Certification of Payments to Influence Federal Transactions

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)

Previous edition is obsolete.

form HUD 50071 (01/14)
ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3
SECTION 12

Disclosure of Lobbying Activities HUD SF-LLL
Disclosure of Lobbying Activities
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:
   a. contract
   b. grant
   c. cooperative agreement
   d. loan
   e. loan guarantee
   f. loan insurance

2. Status of Federal Action:
   a. bid/offer/application
   b. initial award
   c. post-award

3. Report Type:
   a. initial filing
   b. material change
   For material change only:
   Year ______ quarter ______
   Date of last report ______

4. Name and Address of Reporting Entity:
   ___ Prime ______ Subawardee
   Tier_____, if Known:

   Congressional District, if known:

5. If Reporting Entity in No. 4 is Subawardee,
   Enter Name and Address of Prime:

   Congressional District, if known:

6. Federal Department/Agency:

7. Federal Program Name/Description:
   CFDA Number, if applicable:__________

8. Federal Action Number, if known:

9. Award Amount, if known:
   $______

10. a. Name and Address of Lobbying Registrant
    (if individual, last name, first name, MI):

    b. Individuals Performing Services (including address if
       different from No. 10a)
       (last name, first name, MI):

11. Information requested through this form is authorized by
    title 31 U.S.C. section 1352. This disclosure of lobbying
    activities is a material representation of fact upon which
    reliance was placed by the tier above when this transaction
    was made or entered into. This disclosure is required
    pursuant to 31 U.S.C. 1352. This information will be reported
    to the Congress semi-annually and will be available for public
    inspection. Any person who fails to file the required
    disclosure shall be subject to a civil penalty of not less than
    $10,000 and not more than $100,000 for each such failure.

Signature:______________________________
Print Name:___________________________
Title:_______________________________
Telephone No.:_________ Date:_______

Authorized for Local Reproduction
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 subawardee. 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 subawardee, 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; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included 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

ADA and 504 Accessibility Improvements
Various Sites
St. Clair County Housing Authority
St. Clair County, Illinois

BID FORM

To: St. Clair County Housing Authority
1790 South 74th Street
Belleville, IL 62223

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 ADA and 504 Accessibility Improvements, Various Sites, St. Clair County Housing Authority, St. Clair County, Illinois, all in accordance therewith. The work is generally described as:

BASE BID:
1. State the amount to complete all work as indicated on the Drawings and related Specifications excluding Alternate Bid No. 1: Dupo IL30-3 as indicated below.

LUMP SUM BASE BID: ______________________________ DOLLARS ($ ____________)

ALTERNATE BID No. 1: Dupo IL30-3
1. State the amount to provide all work at Site Dupo IL30-3 per drawing sheet A-101 including related drawing details and specifications.

THE ALTERNATE BID No. 1 LUMP SUM OF:

ALT. BID NO. 1: ______________________________ DOLLARS ($ ____________)

Section 3 Business Concern:
2. 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.

______________________________
Bidder’s Initials
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 and minority participation 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.

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 ________)
SECTION 14

AFFIRMATIVE ACTION AND EEO REQUIREMENTS
“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 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
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—

(i) 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 those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(ii) 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

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

(i) Is the person in the bidder's organization responsible for determining the prices 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

(ii) 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.

1. 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.

(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 PHAIHA, 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 PHAIHA employee or officer to give consideration or to act regarding a PHAIHA 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 PHAIHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHAIHA 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, 1969 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 16

SECTION 3 POLICY, UTILIZATION PLAN AND EMPLOYEE WORKSHEETS
ST. CLAIR COUNTY HOUSING AUTHORITY
SECTION 3 POLICY

1. Background on the Section 3 Program

Section 3 is a policy mandated by the United States Congress. It refers to the third section of the Housing Act of 1968, as amended by section 915 of the Housing Community Development Act of 1992. The purpose of Section 3 is to “ensure that employment and other economic opportunities generated by certain Housing and Urban Development (HUD) financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed toward low and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons.”

Consistent with 24 CFR Part 135, as a recipient of HUD Public and Indian Housing funding, the St. Clair County Housing Authority (SCCHA) requires fulfillment of Section 3 obligations on contracts that make use of that assistance. These policies are consistent with the regulations governing the implementation of federally mandated Section 3 provisions, regardless of contract amount or whether it is designed as construction. The SCCHA works to provide a positive effect of the employment, training, contracting and other economic opportunities to its residents and other low income persons. In doing so, the SCCHA utilizes Section 3 as a means of promoting its mission of assisting qualifying individuals with not only housing assistance but assistance that leads ultimately to self-sufficiency.

2. Statement of Purpose

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u)(Section 3) requires the SCCHA ensure that employment and other economic and business opportunities generated by the Department of Housing and Urban Development (HUD) financial assistance, to the greatest extent feasible, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low and very low-income persons.

It is the policy of the St. Clair County Housing Authority to require its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran’s or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

The SCCHA implements this policy through the awarding of contracts to create employment and business opportunities for residents of SCCHA and other qualified low and very-low income persons.

The policy should result in a reasonable level of success in the recruitment, employment and utilization of SCCHA residents and other eligible persons by SCCHA contractors working on contracts partially or wholly funded by HUD monies. The SCCHA shall examine and consider a contractor’s or vendor’s potential for success by providing employment and business opportunities to SCCHA residents prior to acting on proposed contract awards.
3. Definitions

Definitions are as follows:

A) *Low-income person*: single persons and families whose incomes do not exceed 80% of the median income for the area.

B) *Very Low income person*: single persons or families whose incomes do not exceed 50% of the median family income for the area.

C) *Section 3 Business concern*: a business entity formed in accordance with State law that is either: a) 51% or more owned by a Section 3 resident; b) a business employing at least 30% full time Section 3 residents within 3 years of the date of first employment with the business were Section 3 residents, or: c) providing evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to businesses that meet the description of Section 3 business concern in sections a or b of this paragraph.

D) *Section 3 resident*: a) A public housing resident or: b) a person assisted by the locally administered Housing Choice Voucher program or: c) a person who resides in the metropolitan area or non-metropolitan county in which Section 3 covered assistance is expended and is a person who is a low or very low income person.

4. Requirements of the SCCHA Section 3 Program

The Section 3 program seeks to aid Section 3 residents to the greatest extent feasible. SCCHA, its contractors and subcontractors have three ways they may satisfy the Section 3 Requirements:

- **Hiring low- and very low-income workers:**
  
  Consistent with Section 3 guidelines, to the greatest extent feasible, hire at least 30% of the aggregate number of full-time new hires created by the contracted or grant driven work with a preference for the residents at the development where work is being performed. If a contractor is hiring 3 employees as a result of the contract at least 1 of them must be a Section 3 worker.

- **Awarding contracts to Section 3 business concerns:**
  
  Attempt to award at least 10% of the total dollar amount of all Section 3 covered contracts to Section 3 business concerns for building trades work including maintenance, repair, remodeling, modernization and abatement of Public Housing or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction.

  Attempt to have general contractors award in excess of 25% of the dollar award of all subcontracts to be awarded to a Section 3 business concern.

  It is the SCCHA goal to advocate for as many SCCHA residents as possible. Contractors are strongly encouraged to comply with Section 3 by hiring Section 3 eligible persons regardless of whether new hires are necessary.

- **Competitive Bids**
  
  The St. Clair County Housing Authority has chosen to exceed the stated guidelines governing the participation of Section 3 business concerns in the SCCHA contracts for building trades work including the maintenance, repair, remodeling, modernization and abatement of Public Housing or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction.
SCCHA shall provide those businesses that have been determined to qualify as a Section 3 business concern with a monetary advantage in the bidding and award process for all aforementioned contracts.

The SCCHA shall solicit bids from all businesses (Section 3 business concerns, and non-Section 3 business concerns). An award shall be made to the qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid:

(a) is within the maximum total contract price established in the contracting party’s budget for the specific project for which bids are being taken, and

(b) is not more than “X” higher than the total bid price of the lowest responsive bid from any responsible bidder. “X” is determined as follows:

\[ X = \text{lesser of:} \]

When the lowest responsive bid is:

- At least $25,000, but less than $100,000 .........................10% of that bid or $9,000.
- At least $100,000, but less than $200,000 ..................... 9% of that bid or $16,000.
- At least $200,000, but less than $300,000 ...................... 8% of that bid or $21,000.
- At least $300,000, but less than $400,000 ...................... 7% of that bid or $24,000.
- At least $400,000, but less than $500,000 ...................... 6% of that bid or $25,000.
- At least $500,000, but less than $1 million .................. 5% of that bid or $40,000.
- At least $1 million, but less than $2 million ................... 4% of that bid or $60,000.
- At least $2 million, but less than $4 million ................... 3% of that bid or $80,000.
- At least $4 million, but less than $7 million ................... 2% of that bid or $105,000.
- At least $7 million or more .................................1⁄2% of the lowest responsive bid with no dollar limit.

5. **St. Clair County Housing Authority Responsibilities**

The SCCHA, as recipient of Public and Indian Housing funding, accepts the responsibility of not only enforcing the Section 3 requirements, but also pro-actively facilitating compliance with Section 3. The SCCHA fulfills this responsibility in the following ways:

1. Notifying Section 3 residents of opportunities through posting job openings in the Central Office and other management offices.
2. Notifying contractors in each pre-job meeting of the Section 3 requirements;
3. Incorporating the Section 3 clause in all of its contracts;
4. Providing applications for employment at the SCCHA front desk and allowing applications to be submitted at the same location; and providing applications for employment on the SCCHA website.
5. Encouraging training of Section 3 residents through support of the SCCHA Resident Councils;
6. Providing an employment data form to interested Section 3 residents (upon admittance to public or Section 8 housing) which is kept on file as a resource for the SCCHA and contractors when seeking to hire Section 3 workers;
7. Documenting actions taken to comply with Section 3 requirements;
8. Reporting annually on its efforts regarding Section 3 implementation (see form HUD-60002 Attachment B)
9. Attempt to award at least 10% of the total dollar amount of all Section 3 covered contracts for building trades work including maintenance, repair, remodeling, modernization and abatement of Public Housing or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction.
10. SCCHA shall refuse to award contracts to businesses or persons found to be in prior
violation with Section 3 requirements no matter the venue.

6. Contractor Responsibilities

SCCHA requires that contractors and subcontractors satisfy Section 3 requirements by:

- **New Hires – Section 3 eligible individuals**

  New hires are described as full time employees for permanent, temporary or seasonal employment opportunities. The general contractor and its subcontractor(s) have a requirement of 30% of new hires to be Section 3 residents.

- **Section 3 business concerns**

  General contractors shall provide evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to businesses that meet the description of Section 3 business concerns as defined above.

- **Documentation of Section 3 Compliance**

  1. Contractors must submit, with any and all bids or proposals, an action plan (Schedule “A”) describing their implementation of Section 3 regulations. **Omission of this document with a bid or proposal shall deem that bid or proposal non-responsive and therefore ineligible to be awarded a contract.** Allowances may be made by the SCCHA relative to contractor Section 3 submissions in emergency procurement situations.

  2. Recommended activities to demonstrate “Training and Employment Efforts” and “Efforts to Award Contracts to Section 3 Business Concerns” are listed on pages 704, 705 and 706 of 24 CFR Part 135, attached.

7. Preferences and Eligibility

A) Regarding the hiring of Section 3 residents, preference shall be given to those residents who live in the complex where the covered assistance is expended. Next, the Section 3 residents from other complexes to include those residents assisted by the Housing Choice Voucher Program shall be sought. If no Section 3 residents are available from the complexes, the SCCHA and the contractors shall give preference to any Section 3 resident within SCCHA’s jurisdiction.

B) Regarding the contracting opportunities for section 3 business concern, preference shall be given to business concerns owned at least 51% by residents of the complex where the covered assistance is expended. Next, Section 3 business concerns that are owned at least 51% by residents of other complexes shall be sought. If no Section 3 business concern is available from the complexes, the SCCHA and the contractor shall give preference to any Section 3 business concern.

C) Regarding eligibility, a Section 3 resident seeking employment must fulfill the requirements of the position sought and provide evidence of their Section 3 status. (e.g., receipt of public assistance, tax returns). A Section 3 business concern seeking to win a contract must fulfill the requirements of the contract in full and, if asked, provide evidence of their Section 3 status.

8. Complaints and Compliance

Any Section 3 resident or business concern that feels that the Section 3 regulations were not
complied with may file a complaint directly to the Assistant Secretary for Fair Housing and Equal Opportunity at the following address:

Assistant Secretary for Fair Housing and Equal Opportunity  
Department of Housing and Urban Affairs  
Washington, DC 20410

The complaint must be in writing and be received within 180 days from the date of the action upon which the complaint is based. It should include the complainant’s name and address, the SCCHA or contractor’s name and address and a description of the act in question. The complainant will receive a response from HUD within 10 days in which further investigation will be explained.

Forms to file a complaint are not required but are available upon request.

9. **Attachments**

1. Section 3 Contract Clause  
2. HUD form 60002-Section 3 Summary Report  
3. 24 CFR Part 135-Section 3 Regulations  
4. Section 3 Bid Submittals
SECTION 3 CLAUSE

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 employment 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.
St. Clair County Housing Authority (SCCHA)
Modernization Department Contracts

SECTION 3 UTILIZATION PLAN
(To be completed by Prime Contractor)

Prime Contractor’s Name__________________________________________________

RFP/IFB/Contract or PO Number______________ Date Form Completed____________

Project Title_____________________________________________________________

Contractor Name/Title_____________________________________________________

E-Mail Address__________________________________________________________

The contractor agrees to comply with all provisions of Section 3as set forth in 24CFR 135.1 et all and SCCHA Resolutions implementing Section 3 requirements. The contractor hereby submits this document to identify employment, subcontracting and other opportunities for St. Clair County Housing Authority residents and low and very-low income St. Clair County area residents during the term of the contract between SCCHA and the Contractor. Any changes to this Utilization Plan must be approved by a Section 3 Change Form.

THE CONTRACTOR AGREES TO MEET ITS SECTION 3 REQUIREMENTS THROUGH THE FOLLOWING:

Hiring

The contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under Contract/Purchase Order#________________

The Contractor has committed to employ_______number of resident(s) in order to comply with its Section 3 requirements.

NOTE: A prime contractor may satisfy the SCCHA Resident Hiring Requirements through the hiring of residents through their subcontractor(s).

A job order form must be submitted with this schedule A when hiring is one of the contractor’s methods is satisfying Section 3 requirements.

The contractor must complete the following table as instructed below:
1. Indicate each job title for all phases of this contract.
2. The number of positions which will be needed in each category.
3. How many of those positions are currently filled.
4. Number currently filled by low and very low income SCCHA residents.
5. Number currently filled by low and very low income St. Clair County area residents.
6. How many positions need to be filled for each job title.
7. The number of low and very low income SCCHA residents (LISCCHAR) or Low and very low income St. Clair Area residents (LISCCAR) to be hired at each job title.
# Hiring Commitments

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<tr>
<th>JOB TITLE</th>
<th>Currently Filled</th>
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<td>(total employees currently working)</td>
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1. Total employees needed to complete the work
2. Total of all employees at this job title
3. LISCCHAR working at this job title
4. LISCCAR working at this job title
5. Total new hires needed
6. LISCCHAR or LISCCAR
   Indicate how many Section 3 employees you will hire for this job title
St. Clair County Housing Authority
Modernization Department Contracts

Section 3 UTILIZATION PLAN
(To be completed by Prime Contractor)

Contracting

Per 24 CFR 135.30, Section 3 requires construction contracts to subcontract at least 10% of the work to Section 3 Business Concerns and 3% of the work for all other contracts.

A Section 3 Business concern, under HUD regulations, is a business concern:

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

The prime contractor will subcontract with a total of _____ Section 3 Business Concerns totaling _____% of the contract value.

In the section below, outline the Section 3 business concern that will hold subcontracts with your firm under this contract (Note: Each subcontractor listed below must submit a corresponding Schedule C)

A. COMPANY NAME:_________________________________________________________
   ADDRESS:_______________________________________________________________
   CONTACT PERSON:______________________TELEPHONE:______________________
   E-MAIL ADDRESS:_________________________________________________________
   ORIGINAL CONTRACT DOLLAR VALUE:_______________________________________
   AMENDED CONTRACT VALUE:______________________________________________
   (Note: Amended contract value only used when changes are made and approved by SCCHA during a contract)

WORK TO BE PERFORMED/MATERIALS SUPPLIED:____________________________

Type of participation:  Direct  Indirect

Anticipated performance timeframe (When will the contractor be onsite performing work and for how long):______________________________________________________________
B. COMPANY NAME:_________________________________________________________
ADDRESS:_______________________________________________________________
CONTACT PERSON:______________________TELEPHONE:______________________
E-MAIL ADDRESS:_________________________________________________________
ORIGINAL CONTRACT DOLLAR VALUE:_______________________________________
AMENDED CONTRACT VALUE:______________________________________________
(Note: Amended contract value only used when changes are made and approved by SCCHA during a contract)
WORK TO BE PERFORMED/MATERIALS SUPPLIED:_____________________________
Type of participation:  Direct       Indirect
Anticipated performance timeframe (When will the contractor be onsite performing work and for how long):______________________________________________

C. COMPANY NAME:_________________________________________________________
ADDRESS:_______________________________________________________________
CONTACT PERSON:______________________TELEPHONE:______________________
E-MAIL ADDRESS:_________________________________________________________
ORIGINAL CONTRACT DOLLAR VALUE:_______________________________________
AMENDED CONTRACT VALUE:______________________________________________
(Note: Amended contract value only used when changes are made and approved by SCCHA during a contract)
WORK TO BE PERFORMED/MATERIALS SUPPLIED:_____________________________
Type of participation:  Direct       Indirect
Anticipated performance timeframe (When will the contractor be onsite performing work and for how long):______________________________________________
### St. Clair County Housing Authority
Modernization Department Contracts

#### Section 3 UTILIZATION PLAN
(To be completed by Prime Contractor)

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(Note: Amended contract value only used when changes are made and approved by SCCHA during a contract)

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Anticipated performance timeframe (When will the contractor be onsite performing work and for how long):

#### OTHER ECONOMIC OPPORTUNITIES

Per 24 CFR 135.40 other economic opportunities offer an effective means of empowering low-income persons, contractors are encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment and contract awards, in connection with Section 3 covered assistance.
In the space below, please outline your plan to provide other economic opportunities to a Section 3 or low-income person (if more space is needed, please provide an attachment to this page) Examples of plans may include: internship programs, mentorship programs and teaming agreements. Please note that any indirect subcontracting should also be described in the section below.

<table>
<thead>
<tr>
<th>Section 3 UTILIZATION PLAN</th>
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<td>(To be completed by Prime Contractor)</td>
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</table>
By signing below, the contractor hereby agrees to comply with the Section 3 requirements indicated above. To the extent of this form is contingent upon future information, for example price negotiations, request for specific services, etc. the undersigned hereby affirms and agrees to fully adhere to the SCCHA Section 3 policy. Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of this form prior to bid award of a contract from the SCCHA.

Name of Prime Contractor (print or type)

Name of Authorized officer

Date:

Name of Notary

State of ______________________County of ___________________ on This ___________ Day of ______________________, 20_________

BEFORE ME APPEARED (NAME)______________________________

TO ME PERSONALLY KNOWM WHO, BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT AND DID STATE THAT (HE OR SHE) WAS PROPERLY AUTHORIZED BY THE PRIME CONTRACTOR TO EXECUTE THIS AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT OR DEED.

NOTARY PUBLIC: ______________________(SEAL): MY COMMISION EXPIRES: ______________________

SCCHA APPROVAL: ________________________________________

Director of Modernization Date
Subject to funding agency approval, this authority will give preference to Bidder that conform to HUD regulation #85.36 which is as follows:

24 CFR 85.36 Procurement

Subsection (E) contracting with small and minority firms, women’s business enterprise and labor surplus area firms.

(1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

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

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

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

(v) Using the services and assistance of the Small business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e) (2) (i) through (v) of this section.
## PROJECT MANUAL
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Hurst-Rosche, Inc.
No. 5 Bank Square
East St. Louis, Illinois 62203

**PROJECT MANUAL FOR**
ADA and 504 Accessibility Improvements
Various Sites
St. Clair County Housing Authority
St. Clair County, Illinois
HR# 280-2768

Date: January 20, 2020

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**SITE AND INFRASTRUCTURE SUBGROUP**

**DIVISION 31 - EARTHWORK**

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**DIVISION 32 - EXTERIOR IMPROVEMENTS**

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**SPECIFIER:** Jason Vandever, CDT (618) 398-0890

**END OF SECTION**
PART 1 GENERAL

1.1 SECTION INCLUDES

A. Contract description.
B. PHA supplied products.
C. Contractor's use of site and premises.
D. Other facilities and services.
E. Contract Documents.

1.2 CONTRACT DESCRIPTION

A. Base Bid: Work includes:
   1. All work as indicated on the Drawings and related Specifications excluding Alternate Bid No. 1: Dupo IL30-3 as indicated below.
B. Alternate Bid No. 1: Work includes:
   2. All work at Site Dupo IL30-3 per drawing sheet A-101 including related drawing details and 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.

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

A. Confine operations at site to areas permitted by:
   1. Law.
   2. Ordinances.
   3. Permits.

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.

1.6 CONTRACT DOCUMENTS

A. Contractor will be furnished free of charge four (4) copies of drawings and specifications.

B. On request, additional copies will be furnished to Contractor at cost of reproduction, postage and handling.

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:
   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 01 70 00.
2. Fill in application form as specified for progress payments.
3. Provide for final statement of accounting as specified in Section 01 70 00 -
   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-installation meetings.
F. Cutting and patching.
G. Special procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, 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.
   4. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
   6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
   7. Scheduling.
   8. Scheduling activities of Geotechnical Engineer.

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 maximum 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-INSTALLATION MEETINGS

A. When required in individual specification sections, convene pre-installation meetings at Project site prior to commencing work of specific section.

B. Require attendance of parties directly affecting, or affected by, Work of specific section.

C. Notify Architect/Engineer four days in advance of meeting date.

D. 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

3.1 CUTTING AND PATCHING

A. Employ skilled and experienced installer to perform cutting and patching.

B. Submit written request in advance of cutting or altering elements affecting:
   1. Structural integrity of element.
   2. Integrity of weather-exposed or moisture-resistant elements.
   3. Efficiency, maintenance, or safety of element.
   5. Work of PHA or separate contractor.

C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
   1. Fit the several parts together, to integrate with other Work.
   2. Uncover Work to install or correct ill-timed Work.
   3. Remove and replace defective and non-conforming Work.
   4. Remove samples of installed Work for testing.
   5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
D. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.
E. Cut masonry and concrete materials using masonry saw or core drill.
F. Restore Work with new products in accordance with requirements of Contract Documents.
G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material, to full thickness of penetrated element.
J. Refinish or restore surfaces and finished to match existing finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.
K. Identify hazardous substances or conditions exposed during the Work to Architect/Engineer for decision or remedy.

3.2 SPECIAL PROCEDURES
A. Materials: As specified in product sections; match existing with new products and salvaged products for patching and extending work.
B. Employ skilled and experienced installer to perform alteration work.
C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
D. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
E. Remove debris and abandoned items from area and from concealed spaces.
F. Prepare surface and remove surface finishes to permit installation of new work and finishes.
G. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
H. Remove, cut, and patch Work in manner to minimize damage and to permit restoring products and finishes to original or specified condition.
I. Refinish existing visible surfaces to remain in renovated rooms and spaces, to specified condition for each material, with neat transition to adjacent finishes.
J. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.

K. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Architect/Engineer for review.

L. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing smooth transition; to Architect/Engineer for review.

M. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.

N. Finish surfaces as specified in individual product sections.

END OF SECTION
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 number of 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: ADA and 504 Accessibility Improvements
Various Sites

St. Clair Co. Housing Authority
St. Clair County, Illinois

DATE: ____________

A/E PROJECT NO: 280-2768

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
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. PHA will 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 will be charged to Contractor by deducting testing charges from Contract Sum/Price.

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. PHA will pay cost of energy used. Exercise measures to conserve energy. Utilize PHA’s existing power service where available.

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
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.
   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.


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. Remove and dispose of designated portions of existing buildings.
   2. Remove and dispose of rubbish and debris resulting from demolition operations.
   3. Remove and dispose of designated construction including but not limited to:
      a. Wall and wall finishes.
      b. Doors and frames.
      c. Concrete work.
      d. Plumbing fixtures and trim.
      e. Disconnect, cap, remove and identify utility lines.
      f. Lighting fixtures.
      g. Kitchen cabinets.
      h. Shelving.
      i. Plumbing stacks, risers, and drains.
      j. Electrical wiring.

1.2 SUBMITTALS

A. Submit demolition and removal procedures and schedule in accord with 01 32 16 and 01 33 00.

B. Submit record drawings in accord with 01 70 00.

1.3 EXISTING CONDITIONS

A. Conduct demolition to minimize interference with adjacent building areas. Maintain protected egress and access at all times.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 PREPARATION

A. Erect and maintain weatherproof closures for exterior openings.

B. Erect and maintain temporary partitions to prevent spread of dust, fumes, noise, and smoke.
to provide for PHA occupancy.

C. Protect existing items not indicated to be demolished.

D. Disconnect, remove, and cap designated utility services within demolition areas shown on Drawings.

E. Mark location of disconnected utilities. Identify and indicate capping locations on Project Record Documents in accord with 01 70 00.

3.2 EXECUTION

A. Demolish in an orderly and careful manner. Protect designated portions of building which are to remain.

B. Except where noted otherwise, immediately remove demolished materials from site.

C. Relics, antiques, and similar objects remain PHA's property. Notify the Architect/Engineer in writing prior to removal and obtain written acceptance regarding removal method. Relics and antiques may include but not limited to:
   1. Cornerstones and contents.
   2. Commemorative plaques.
   3. Tablets.

D. Remove materials to be reinstalled or retained in manner to prevent damage. Store and protect in accord with 01 60 00.

E. Remove and promptly dispose of contaminated, vermin infested, or dangerous materials encountered.

F. Do not burn or bury materials on site.

G. Remove demolished materials from site as work progresses. Upon completion of Work, leave areas in clean condition.

END OF SECTION
PART 1 GENERAL

1.1 WORK INCLUDES

A. Base Bid: Asbestos Abatement Contractor shall be Illinois IDPH licensed asbestos abatement and provide:
   1. Complete removal and legal disposal of all asbestos containing materials (ACM) as indicated on the drawings which may include as follows:
      a. Vinyl floor tile, vinyl sheet flooring, floor tile mastic, sheet flooring mastic.
      b. Should friable ACM be present within abatement area, Contractor is to pre-clean objects and equipment in accord with 855.400(f)(1). Contractor to remove movable items to storage area under direction of owner or representative.
      c. Appoint one Asbestos Project Manager for each enclosure system in accord with 77 IAC 855.170 as required or necessary.
      d. Sign Waste Shipment Record or designate representative to sign Waste Shipment Record.
      e. Contract with third party firm to complete duties of APM and/or ASP per IDPH Rules and Regulations as the building owner’s representative as needed or requested by Owner.
      f. When only nonfriable ACM is within abatement area, remove movable items to storage area. Movable objects are not required to be cleaned prior to removal.
      g. Shut down necessary electrical circuits that may be present within abatement area.
      h. The owner shall remove existing toilets, vanities and kitchen base cabinets prior to abatement activities.

1.2 DEFINITIONS

A. See Abatement Act 105 ILCS 105, Section 3, and Rules and Regulations, 855.20.

1.3 REGULATORY REQUIREMENTS


C. The Commercial and Public Building Asbestos Abatement Act, as amended (225 Illinois Compiled Statutes 207).
D. Federal Requirements:
2. OSHA - Occupational Safety and Health Administration, 200 Constitution Avenue, Washington, DC 20210.

1.4 FIELD QUALITY CONTROL

A. Contractor
1. Employ third party Asbestos Project Manager (APM) to act on behalf of Owner.
2. Employ third party Air Sampling Professional (ASP) in accord with the Rules and Regulations. ASP shall meet or exceed requirements of 855.220.
3. Provide air monitoring of own personnel to comply with all regulations. Provide a copy of all results to the APM within 24 hours.
4. Pay any additional costs which arise from failure of final air clearance testing which may include costs for services of APM, ASP, laboratory, and/or Architect/Engineer.

B. The APM or A/E may issue emergency stop work orders to the contractor.

1.5 SUBMITTALS

A. Contractor to make all submittals in accord with Rules and Regulations, Part 855.350.
1. Submit to the Asbestos Project Manager:
   a. Documented evidence that each person, including contractor's supervisor, performing asbestos work holds a valid IDPH License and accreditation certificate in accord with Rules and Regulations, Parts 855.20, 855.100, 855.110, 855.120.
   b. Documented evidence of current medical surveillance records of contractor’s employees.
   c. Documented evidence of respirator training and most recent fit testing of contractor’s employees.
2. Contractor shall complete required sections of Notification of Demolition and Renovation Form and submit to Illinois Department of Public Health (IDPH) or Illinois Environmental Protection Agency (IEPA) as stipulated within Rules and Regulations, Part 855.220, and NESHAP regulations. Ensure notification is postmarked or hand delivered to IDPH at least two working days and to the IEPA at least ten working days prior to the start of any abatement project.
   a. IDPH – Illinois Department of Public Health
      525 West Jefferson Street
      Springfield, Illinois 62761
      (217) 785-5897
   b. IEPA - Illinois Environmental Protection Agency:
      1021 North Grand Avenue East
      P. O. Box 19276, MC 41
      Springfield, IL 62794-9276
      (217) 782-1875
3. Forward a copy of each submittal to the Asbestos Project Manager.
1.6 PROTECTION. Provide protection for personnel and building in accord with Rules and Regulations.

1.7 PROJECT/SITE CONDITIONS.

A. This project involves the removal of asbestos containing material used as floor coverings and floor covering mastic as indicated by the Owner or their representative.

B. Contractor is allowed to use electrical and water supply located on the premises. Coordinate use with Owner.

1.7 SEQUENCING/SCHEDULING.

A. Abatement contractor shall coordinate sequence of work and schedule of operations with Owner’s occupancy/schedule.

PART 2 PRODUCTS/EQUIPMENT

2.1 ASBESTOS ABATEMENT EQUIPMENT. Use only materials and equipment complying with the Rules and Regulations, Part 855.390.

2.2 ACCEPTABLE MANUFACTURERS/PRODUCTS

A. Wetting Agent:
   1. Better Working Environments Super Wet
   2. Certified Technologies Certane 2075
   3. Eppert Oil Co. Speedi-Wet
   4. Foster Products Corp. 32-90

B. Combination Wetting Agent - Encapsulant:
   1. Better Working Environments 5000
   2. Certified Technologies Certane 707
   3. Eppert Oil Co. Fiber-Seal
   4. Foster Products Corp. 32-60

C. Lockdown Encapsulant:
   1. Better Working Environments 3000
   2. Certified Technologies Certane 1050
   3. Eppert Oil Co. Fiber-Seal
   4. Foster Products Corp. 32-60

D. Bridging Encapsulant:
   1. American Coatings Corp. Cable Coating 2B
   2. Certified Technologies Certane 1000
   3. Eppert Oil Company #4
   4. Foster Products Corp. 32-86
PART 3 EXECUTION

3.1 PREPARATION

A. Abatement Contractor
   1. Perform all preparation work in accord with all rules and regulations.
   2. Procure, complete, and submit any required municipal, county, and/or state permits. Abatement Contractor shall be responsible for any fees associated with required permits.
   3. In areas where the area outside of enclosed abatement area is not occupied and cannot be accessed by others, abatement contractor to construct barrier meeting requirements of 855.430(a)(3).
   4. For enclosed abatement areas to be secured from occupied areas, contractor to construct separation barrier meeting requirements of 855.430(b).

3.2 PERFORMANCE

A. Perform all asbestos work in accord with all rules and regulations including:

B. Abatement of single layer vinyl floor tile and associated mastic on concrete to be removed utilizing intact removal methods in accordance with the “Occupational Exposure to Asbestos-Flooring Industry Settlement Agreement (6/15/95)” and the Resilient Floor Covering Institute’s Recommended Work Practices for Removal of Resilient Floor Coverings.
   1. Shut down ventilation system prior to start of abatement activities.

C. Abatement of single layer vinyl floor tile and associated mastic on wood substrate, multiple layers of vinyl floor tile and mastic on concrete or wood substrate, and all vinyl sheet flooring is to be completed under full containment.
   1. Shut down electrical sources and ventilation system within abatement containment area. All electrical sources entering work area shall be on GFCI’s.
   2. A minimum of 4 air changes per hour is to be provided.
   3. Negative air exhaust shall be directed to the exterior of the structure.
   4. Abatement Contractor shall provide a three stage decon unit.

D. Variances/Alternatives: Contractor may request variances or alternative abatement methods or procedures in accord with the Rules and Regulations, Part 855.25. Submit variance requests to Architect/Engineer. An RFPCO shall be issued for all variances issued after bidding to adjust the price of the project to reflect any cost savings. A copy of the approved variance is to be provided to the APM by the Contractor. The variance shall be signed by the contractor and APM and included with the project notification form and in the APM project report within 10 days after completion of project.
E. Disposal
   1. Label all bags or containers containing asbestos debris as follows:
      a. St. Clair County Housing Authority
         Building Name
         Street Address
         City, State, Zip Code
   2. Whenever trucks or dumpsters are being loaded or unloaded with asbestos waste, post
      signs in accord with the 1990 NESHAP STANDARD - DANGER, ASBESTOS DUST
      HAZARD, CANCER AND LUNG DISEASE HAZARD, AUTHORIZED
      PERSONNEL ONLY.
   3. Transport all waste to an IEPA approved landfill. Complete a waste shipment record
      for each load of waste in accord with the 1990 NESHAP STANDARD. Return the
      record, signed by waste disposal site owner/operator to APM.

3.3 CLEANUP
   A. Perform all cleanup operations in accord with the Rules and Regulations, not limited to:

3.4 RE-ESTABLISHMENT OF WORK AREA AND HVAC SYSTEMS.
   A. Perform the work in accord with Rules and Regulations, Part 855.240.

3.5 ATTACHMENTS
   A. None.

END OF SECTION
PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Formwork for cast-in-place concrete, with shoring, bracing, and anchorage.
   2. Formwork accessories.
   3. Form stripping.
   6. Cast-in-place concrete, including concrete for the following:
      a. Slab on grade
      b. Sidewalks
      c. Stoops
      d. Curbs
   7. Concrete curing.

1.2 DEFINITIONS

A. Exposed Finish: A general-use finish applicable to all formed concrete exposed to view and including surfaces which may receive a paint coating.

1.3 SUBMITTALS

A. Product Data: Submit manufacturer's product data for the following:
   1. Formwork accessories.
   2. Concrete admixtures.
   3. Concrete Reinforcing Fibers.
   5. Bonding compound.
   6. Epoxy bonding system.

B. Quality Control Submittals: Submit the following information related to quality assurance requirements specified:
   1. Design data: Submit proposed mix designs and test data before concrete operations begin. Identify for each mix submitted the method by which proportions have been selected.
      a. For mix designs based on field experience, include individual strength test results, standard deviation, and required average compressive strength $f_{cp}$ calculations.
      b. For mix designs based on trial mixtures, include trial mix proportions, test results, and graphical analysis and show required average compressive strength $f_{ct}$.
      c. Indicate quantity of each ingredient per cubic yard of concrete.
      d. Indicate type and quantity of admixtures proposed or required.
2. Certifications: Submit affidavits from an independent testing agency certifying that all materials furnished under this section conform to specifications.

3. Certifications: Provide certification from manufacturers of concrete admixtures that chloride content complies with specified requirements.

4. Certifications: Submit mill test certificates for all reinforcing steel furnished under this section, showing physical and chemical analysis.

5. Certifications: Submit certifications signed by AWS Certified Welding Inspector (CWI) of prequalified welding procedures, qualifications of welding procedures unless prequalified, qualification of welding operators, and qualification of welders.

6. Placement schedule: Submit concrete placement schedule prior to start of any concrete placement operations. Include location of all joints indicated on drawings, plus anticipated construction joints.

7. Submit batch tickets complying with ASTM C 685 or delivery tickets complying with ASTM C 94, as applicable, for each load of concrete used in the work.
   a. Include on the tickets the additional information specified in the ASTM document.

8. Cold weather concreting: Submit description of planned protective measures.

9. Hot weather concreting: Submit description of planned protective measures.

1.4 QUALITY ASSURANCE

A. Codes and Standards: Comply with the following documents, except where requirements of the contract documents or of governing codes and governing authorities are more stringent:
   1. ACI 301.
   2. ACI 318.
   3. AWS D1.4.

B. Testing Agency Services:
   1. Architect/Engineer will engage testing agency to conduct tests and perform other services specified for quality control during construction.

C. Source of Materials: Obtain materials of each type from same source for the entire project.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver reinforcement to project site bundled and tagged with metal tags indicating bar size, lengths, and other data corresponding to information shown on placement drawings.
   1. Store concrete reinforcement materials at the site to prevent damage and accumulation of dirt or rust.

B. Deliver fiber reinforcement in manufacturer’s original, unopened, undamaged containers and packaging. Store in dry conditions and keep packaging sealed until ready for use.
C. Store cementitious materials in a dry, weather-tight location. Maintain accurate records of shipment and use.

D. Store aggregates to permit free drainage and to avoid contamination with deleterious matter or other aggregates. When stockpiled on ground, discard bottom 6 inches of pile.

E. Handle aggregates to avoid segregation.

1.6 PROJECT CONDITIONS

A. Cold-Weather Concreting: Comply fully with the recommendations of ACI 306.
   1. Well in advance of proposed concreting operations, advise the architect of planned protective measures including but not limited to heating of materials, heated enclosures, and insulating blankets.

B. Hot-Weather Concreting: Comply fully with the recommendations of ACI 305R.
   1. Well in advance of proposed concreting operations, advise the architect of planned protective measures including but not limited to cooling of materials before or during mixing, placement during evening to dawn hours, fogging during finishing and curing, shading, and windbreaks.

PART 2 PRODUCTS

2.1 FORMWORK

A. Facing Materials:
   1. Unexposed finish concrete: Any standard form materials that produce structurally sound concrete.
   2. Exposed finish concrete: Materials selected to offer optimum smooth, stain-free final appearance and minimum number of joints. Provide materials with sufficient strength to resist hydrostatic head without bow or deflection in excess of allowable tolerances, and as follows:
      a. Plywood: PS-1 "B-B (Concrete Form) Plywood," Class I, Exterior Grade, mill-oiled and edge-sealed.

B. Formwork Accessories:
   1. Form coating: Form release agent that will not adversely affect concrete surfaces or prevent subsequent application of concrete coatings.
   2. Metal ties: Commercially manufactured types; cone snap ties, taper removable bolt, or other type which will leave no metal closer than 1-1/2 inches from surface of concrete when forms are removed, leaving not more than a 1-inch-diameter hole in concrete surface.
   3. Fillets: Wood or plastic fillets for chamfered corners, in maximum lengths possible.
2.2 REINFORCING MATERIALS

A. Reinforcing Bars: Provide deformed bars complying with the following, except where otherwise indicated:
   1. ASTM A 615, Grade 60.

B. Provide bars complying with ASTM A 706 where welding of reinforcing bars is required.


D. Reinforcing Accessories:
   1. Tie wire: Black annealed type, 16-1/2 gage or heavier.
      a. Class 1 (plastic protected) at all formed surfaces which will be exposed to weather.
      b. Class 1 (plastic protected) or Class 2 (stainless steel protected) at all formed surfaces which will be exposed to view but not to weather.
      c. Precast concrete blocks of strength equal to or greater than specified strength of concrete or Class 3 supports equipped with sand plates, where concrete will be cast against earth. Concrete masonry units will not be accepted.

2.3 CONCRETE MATERIALS

A. Portland Cement: ASTM C 150, and as follows:
   1. Type I, except where other type is specifically permitted or required.
      a. Type I may be replaced by Type III (high early strength) for concrete placed during cold weather.

B. Water: Potable.

C. Aggregates:
      a. Class 4S.
   3. Maximum size of coarse aggregates, whichever is least:
      a. One-fifth narrowest dimension between sides of forms.
      b. One-third of depth of slabs.
      c. Three-fourths of minimum clear distance between reinforcing bars or between bars and side of form.
      d. Columns and piers: Two-thirds of minimum clear distance between bars.
D. Admixtures - General: Admixtures which result in more than 0.1 percent of soluble chloride ions by weight of cement are prohibited.

E. Air-Entraining Admixture: ASTM C 260 and certified by manufacturer for compatibility with other mix components.
   1. Products: The following products, provided they comply with requirements of the contract documents, will be among those considered acceptable:
      a. "Air Mix"; The Euclid Chemical Company.
      b. "Sika-Aer"; Sika Corporation.
      c. "Micro-Air"; Master Builders, Inc.
      d. "Darex AEA"; W. R. Grace & Co.
      e. "Burke 2001" or "Burke 2002"; The Burke Company.

F. Water-Reducing Admixture: ASTM C 494, Type A.
   1. Products: The following products, provided they comply with requirements of the contract documents, will be among those considered acceptable:
      b. "PSI-N"; Cormix Construction Chemicals.
      c. "Eucon WR-75"; The Euclid Chemical Company.
      d. "Pozzolith Normal"; Master Builders, Inc.
      e. "Plastocrete 161"; Sika Corporation.

G. Water-Reducing, Retarding Admixture: ASTM C 494, Type D.
   1. Products: The following products, provided they comply with requirements of the contract documents, will be among those considered acceptable:
      a. "Pozzolith Retarder"; Master Builders, Inc.
      b. "Eucon Retarder 75"; The Euclid Chemical Company.
      d. "PSI-R Plus"; Cormix Construction Chemicals.
      e. "Plastiment"; Sika Corporation.

H. Water-Reducing and Accelerating Admixtures: ASTM C 494, Type E.
   1. Products: The following products, provided they comply with requirements of the contract documents, will be among those considered acceptable:
      b. "Pozzutec 20"; Master Builders, Inc.
      c. "Gilco Accelerator"; Cormix Construction Chemicals.
I. High-Range Water-Reducing Admixture (Superplasticizer): ASTM C 494, Type F or G.

1. Products: The following products, provided they comply with requirements of the contract documents, will be among those considered acceptable:
   a. "WRDA 19" or "Daracem-100"; W. R. Grace & Co.
   b. "PSP Superplasticizer"; Master Builders, Inc. (former Conchem product).
   d. "Sikament 300"; Sika Corporation.
   e. "Mighty 150"; Boremco Specialty Chemicals Division/Borden & Remington Corporation.
   f. "Eucon 37"; The Euclid Chemical Company.
   g. "PSI Super"; Cormix Construction Chemicals.
   h. "Rheobuild"; Master Builders, Inc.

2.4 MISCELLANEOUS MATERIALS AND ACCESSORIES

A. Nonshrink Grout: ASTM C 1107.

1. Type: Provide non-metallic type only.

2. Products: The following products, provided they comply with requirements of the contract documents, will be among those considered acceptable:
   a. Nonmetallic type:
      1) "Masterflow 928"; Master Builders, Inc.
      2) "Sonogrout 14k"; Sonneborn Building Products Division/ChemRex, Inc.
      3) "Euco N-S Grout"; The Euclid Chemical Company.
      4) "Supreme"; Cormix Construction Chemicals.
      5) "Crystex"; L & M Construction Chemicals, Inc.
      6) "Sure-Grip High Performance Grout"; Dayton Superior Corporation.
      7) "Horn Non-Corrosive Non-Shrink Grout"; A. C. Horn, Inc.
      8) "Five Star Grout"; Five Star Products, Inc.

C. Burlap: AASHTO M 182, Class 2 jute or kenaf cloth.

D. Moisture-Retaining Cover: ASTM C 171, and as follows:

1. Curing paper.
2. Polyethylene film.
3. White burlap-polyethylene sheeting.

E. Bonding Compound: Non-redispersable acrylic bonding admixture, ASTM C 1059, Type II.

1. Products: The following products, provided they comply with requirements of the contract documents, will be among those considered acceptable:
   a. "Everbond"; L & M Construction Chemicals, Inc.
   b. "Flex-Con"; The Euclid Chemical Company.
   c. "Intralok"; W.R. Meadows, Inc.
F. Epoxy Bonding Systems: ASTM C 881; type, grade, and class as required for project conditions.

1. Products: The following products, provided they comply with requirements of the contract documents, will be among those considered acceptable:
   a. "Concrexive LPL"; Master Builders, Inc.
   b. "Epoxite Binder (Code #2390)"; A. C. Horn, Inc.
   c. "Sikadur 32 Hi-Mod"; Sika Corporation.
   d. "Euco #452 Epoxy System"; The Euclid Chemical Company.
   e. "Burke Epoxy M.V."; The Burke Company.

G. Expansion Joint Filler:
1. Nonextruding bituminous type: ASTM D 1751.

2.5 CONCRETE MIX DESIGN

A. Review: Do not begin concrete operations until proposed mixes have been reviewed by the architect.

B. Proportioning of Concrete: Comply with recommendations of ACI 211.1 for normal weight concrete.

C. Required Average Strength: For each type and strength of concrete, establish the required average strength f_{c'0} of the design mix on the basis of either field experience or trial mixtures as specified in ACI 301, and proportion mixes accordingly. If trial mixtures method is used, employ an independent testing agency acceptable to the architect for preparing and reporting proposed mix designs.

D. Specified Compressive Strength f_{c} at 14 Days for Locations as indicated on drawings:
   1. Footing, structural concrete, slabs on grade, foundations, and all other concrete unless noted otherwise.  3500 psi, normal weight.

E. Admixtures:
   1. Air-entraining admixture: Use in mixes for exterior exposed concrete unless otherwise specifically indicated. Add at rate to achieve total air content in accordance with Table 1.4.3 of ACI 201.2. For concrete not exposed to exterior, add at rate to achieve total air content between 2 percent and 4 percent.
      a. Do not use in slabs-on-grade scheduled to receive topping, unless manufacturer of topping recommends use over air-entrained concrete.
   2. Water-reducing admixture: Add as required for placement and workability.
   3. Water-reducing and retarding admixture: Add as required in concrete mixes to be placed at ambient temperatures above 90 degrees F.
   4. Water-reducing and accelerating admixture: Add as required in concrete mixes to be placed at ambient temperatures below 50 degrees F.
   5. High-range water-reducing admixture (superplasticizer): Add as required for placement and workability.
   6. Do not use admixtures not specified or approved.
F. Mix Adjustments: Provided that no additional expense to owner is involved, contractor may submit for Architect/Engineer's approval requests for adjustment to approved concrete mixes when circumstances such as changed project conditions, weather, or unfavorable test results occur. Include laboratory test data substantiating specified properties with mix adjustment requests.

2.6 CONTROL OF MIX IN THE FIELD

A. Slump: A tolerance of up to 1 inch above approved design mix slump will be permitted for 1 batch in 5 consecutive batches tested. Concrete of lower slump than that specified may be used, provided proper placing and consolidation is obtained.
   1. Slab on Grade - 2-4 inch slump
   2. Footings, Stoops - 1-3 inch slump

B. Total Air Content: A tolerance of plus or minus 1-1/2 percent of approved design mix air content will be allowed for field measurements.

C. Do not use batches that exceed tolerances.

2.7 CONCRETE MIXING

A. On-Site Equipment: Mix concrete materials in appropriate drum type batch machine mixer, in compliance with ASTM C 685. Mix each batch minimum of 1-1/2 minutes and maximum of 5 minutes before discharging concrete. Clean thoroughly at end of day and before changing concrete type.

B. Transit Mixers: Mix concrete materials in transit mixers, complying with requirements of ASTM C 94.
   1. At ambient temperatures of 85 to 90 degrees F, reduce mixing and delivery time to 75 minutes.
   2. At ambient temperatures above 90 degrees F, reduce mixing and delivery time to 60 minutes.

PART 3 EXECUTION

3.1 CONCRETE FORM PREPARATION

A. General: Comply with requirements of ACI 301 for formwork, and as herein specified. The contractor is responsible for design, engineering, and construction of formwork, and for its timely removal.

B. Earth Forms: Hand-trim bottoms and sides of earth forms to profiles indicated on the drawings. Remove loose dirt before placing concrete.

C. Design: Design and fabricate forms for easy removal, without impact, shock, or damage to concrete surfaces or other portions of the work. Design to support all applied loads until concrete is adequately cured, within allowable tolerances and deflection limits.
D. Construction: Construct and brace formwork to accurately achieve end results required by contract documents, with all elements properly located and free of distortion. Provide for necessary openings, inserts, anchorages, and other features shown or otherwise required.

   a. Align joints symmetrically at exposed conditions.
2. Chamfers: Provide chamfered edges and corners at exposed locations, unless specifically indicated otherwise on the drawings.
3. Permanent openings: Provide openings to accommodate work of other trades, sized and located accurately. Securely support items built into forms; provide additional bracing at openings and discontinuities in formwork.
4. Temporary openings: Provide temporary openings for cleaning and inspection in most inconspicuous locations at base of forms, closed with tight-fitting panels designed to minimize appearance of joints in finished concrete work.

E. Tolerances for Formed Surfaces: Comply with minimum tolerances established in ACI 117, unless more stringent requirements are indicated on the drawings.

F. Release Agent: Provide either form materials with factory-applied nonabsorptive liner or field-applied form coating. If field-applied coating is employed, thoroughly clean and recondition formwork and reapply coating before each use. Rust on form surfaces is unacceptable.

3.2 PLACING REINFORCEMENT

A. General: Comply with requirements of ACI 301 and as herein specified.

B. Preparation: Clean reinforcement of loose rust and mill scale, soil, and other materials that adversely affect bond with concrete.

C. Placement: Place reinforcement to achieve not less than minimum concrete coverages required for protection. Accurately position, support, and secure reinforcement against displacement. Provide Class C tension lap splices complying with ACI 318 unless otherwise indicated. Do not field-bend partially embedded bars unless otherwise indicated or approved.

1. Use approved bar supports and tie wire, as required. Set wire ties to avoid contact with or penetration of exposed concrete surfaces. Tack welding of reinforcing is not permitted.
2. Wire fabric: Install in maximum lengths possible, lapping adjoining pieces not less than one full mesh. Offset end laps to prevent continuous laps in either direction, and splice laps with tie wire.
3.3 JOINT CONSTRUCTION

A. Construction Joints: Locate and install construction joints as indicated on drawings. If construction joints are not indicated, locate in manner which will not impair strength and will have least impact on appearance, as acceptable to the architect.
   1. Keyways: Provide keyways not less than 1-1/2 inches deep.
   2. Reinforcement: Continue reinforcement across and perpendicular to construction joints, unless details specifically indicate otherwise.

B. Isolation Joints: Construct isolation joints in slabs poured on grade at points of contact with vertical components, such as foundation walls and column pedestals. Install expansion joint filler to full concrete depth. Recess top edge of filler 1/8 inch where joints are unsealed.

C. Control Joints: Construct contraction (control) joints in slabs poured on grade to form panels of sizes indicated on drawings, but not more than 25 feet apart in either direction.
   1. Tooled Joint: Form control joints by means of tool one-third the depth of the slab, performed as soon as possible after slab finishing without dislodging aggregate.

3.4 INSTALLATION OF EMBEDDED ITEMS

A. General: Set anchorage devices and other items required for other work connected to or supported by cast-in-place concrete, using templates, setting drawings, and instructions from suppliers of items to be embedded.
   1. Edge Forms and Screeds: Set edge forms and intermediate screeds as necessary to achieve final elevations indicated for finished slab surfaces.

3.5 CONCRETE PLACEMENT

A. Preparation: Provide materials necessary to ensure adequate protection of concrete during inclement weather before beginning installation of concrete.

B. Inspection: Before beginning concrete placement, inspect formwork, reinforcing steel, and items to be embedded, verifying that all such work has been completed.
   1. Wood forms: Moisten immediately before placing concrete in locations where form coatings are not used.

C. Placement - General: Comply with requirements of ACI 304 and as follows:
   1. Schedule continuous placement of concrete to prevent the formation of cold joints.
   2. Provide construction joints if concrete for a particular element or component cannot be placed in a continuous operation.
   3. Deposit concrete as close as possible to its final location, to avoid segregation.
D. Placement in Forms: Limit horizontal layers to depths which can be properly consolidated, but in no event greater than 24 inches.  
   1. Consolidate concrete by means of mechanical vibrators, inserted vertically in freshly placed concrete in a systematic pattern at close intervals. Penetrate previously placed concrete to ensure that separate concrete layers are knitted together.  
   2. Vibrate concrete sufficiently to achieve consistent consolidation without segregation of coarse aggregates.  
   3. Do not use vibrators to move concrete laterally.  

E. Slab Placement: Schedule continuous placement and consolidation of concrete within planned construction joints.  
   1. Thoroughly consolidate concrete without displacing reinforcement or embedded items, using internal vibrators, vibrating screeds, roller pipe screeds, or other means acceptable to architect.  
   2. Strike off and level concrete slab surfaces, using highway straightedges, darbies, or bull floats before bleed water can collect on surface. Do not work concrete further until finishing operations are commenced.  


G. Cold Weather Placement: Comply with recommendations of ACI 306 when air temperatures are expected to drop below 40 degrees F either during concrete placement operations or before concrete has cured.  
   1. Do not use frozen or ice-laden materials.  
   2. Do not place concrete on frozen substrates.  

H. Hot Weather Placement: Comply with recommendations of ACI 305R when ambient temperature before, during, or after concrete placement is expected to exceed 90 degrees F or when combinations of high air temperature, low relative humidity, and wind speed are such that the rate of evaporation from freshly poured concrete would otherwise exceed 0.2 pounds per square foot per hour.  
   1. Do not add water to approved concrete mixes under hot weather conditions.  
   2. Provide mixing water at lowest feasible temperature, and provide adequate protection of poured concrete to reduce rate of evaporation.  
   3. Use fog nozzle to cool formwork and reinforcing steel immediately prior to placing concrete.
3.6 FINISHING FORMED SURFACES

A. Repairs, General: Repair surface defects, including tie holes, immediately after removing formwork.
   1. Remove honeycombed areas and other defective concrete down to sound concrete, cutting perpendicular to surface or slightly undercutting. Dampen patch location and area immediately surrounding it prior to applying bonding compound or patching mortar.
   2. Before bonding compound has dried, apply patching mixture matching original concrete in materials and mix except for omission of coarse aggregate, and using a blend of white and normal portland cement as necessary to achieve color match. Consolidate thoroughly and strike off slightly higher than surrounding surface.

B. Unexposed Form Finish: Repair tie holes and patch defective areas. Rub down or chip off fins or other raised areas exceeding 1/4 inch height.

C. Exposed Form Finish: Repair and patch defective areas, with fins or other projections completely removed and smoothed.
   1. Smooth rubbed finish: Apply to surfaces indicated no later than 24 hours after form removal.
      a. Wet concrete surfaces to be finished and rub with Carborundum brick or other abrasive until uniform color and texture are achieved.
      b. Do not apply separate grout mixture.
   2. Contiguous unformed surfaces: Strike smooth and float to a similar texture tops of walls, horizontal offsets, and other unformed surfaces adjacent to or contiguous with formed surfaces. Continue final finish of formed surfaces across unformed surfaces, unless otherwise specifically indicated.

3.7 FINISHING SLABS

A. Finishing Operations - General:
   1. Do not directly apply water to slab surface or dust with cement.
   2. Use hand or powered equipment only as recommended in ACI 302.1R.
   3. Screeding: Strikeoff to required grade and within surface tolerances indicated. Verify conformance to surface tolerances. Correct deficiencies while concrete is still plastic.
   4. Bull Floating: Immediately following screeding, bull float or darby before bleed water appears to eliminate ridges, fill in voids, and embed coarse aggregate. Recheck and correct surface tolerances.
   5. Do not perform subsequent finishing until excess moisture or bleed water has disappeared and concrete will support either foot pressure with less than 1/4-inch indentation or weight of power floats without damaging flatness.
   6. Final floating: Float to embed coarse aggregate, to eliminate ridges, to compact concrete, to consolidate mortar at surface, and to achieve uniform, sandy texture. Recheck and correct surface tolerances.
B. Broomed Float Finish: After floating and when water sheen has practically disappeared, apply uniform transverse corrugations approximately 1/16 inch deep, without tearing surface.

C. Slab Surface Tolerances:
1. Achieve flat, level planes except where grades are indicated. Slope uniformly to drain.

D. Repair of Slab Surfaces: Test slab surfaces for smoothness and to verify surface plane to tolerance specified. Repair defects as follows:
1. High areas: Correct by grinding after concrete has cured for not less than 14 days.
2. Low areas: Immediately after completion of surface finishing operations, cut out low areas and replace with fresh concrete. Finish repaired areas to blend with adjacent concrete. Proprietary patching compounds may be used when approved by the architect.
3. Crazed or cracked areas: Cut out defective areas, except random cracks and single holes not exceeding 1 inch in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts. Dampen exposed concrete and apply bonding compound. Mix, place, compact, and finish patching concrete to match adjacent concrete.
4. Isolated cracks and holes: Groove top of cracks and cut out holes not over 1 inch in diameter. Dampen cleaned concrete surfaces and apply bonding compound; place dry pack or proprietary repair compound acceptable to architect while bonding compound is still active:
   a. Dry-pack mix: One part portland cement to 2-1/2 parts fine aggregate and enough water as required for handling and placing.
   b. Install patching mixture and consolidate thoroughly, striking off level with and matching surrounding surface. Do not allow patched areas to dry out prematurely.

3.8 CONCRETE CURING AND PROTECTION

A. General:
1. Prevent premature drying of freshly placed concrete, and protect from excessively cold or hot temperatures until concrete has cured.
2. Provide curing of concrete by one of the methods listed and as appropriate to service conditions and type of applied finish in each case.

B. Curing Period:
1. Not less than 7 days for standard cements and mixes.
2. Not less than 4 days for high early strength concrete using Type III cement.
C. Formed Surfaces: Cure formed concrete surfaces by moist curing with forms in place for full curing period or until forms are removed.
   1. Keep wooden or metal forms moist when exposed to heat of the sun.
   2. If forms are removed prior to completion of curing process, continue curing by one of the applicable methods specified.

D. Surfaces Not in Contact with Forms:
   1. Start initial curing as soon as free water has disappeared, but before surface is dry.
   2. Keep continuously moist for not less than 3 days by uninterrupted use of any of the following:
      a. Water ponding.
      b. Water-saturated sand.
      c. Water-fog spray.
      d. Saturated burlap: Provide 4-inch minimum overlap at joints.
   3. Begin final curing procedures immediately following initial curing and before concrete has dried.
      a. Moisture-retaining cover: Lap not less than 3 inches at edges and ends, and seal with waterproof tape or adhesive. Repair holes or tears during curing period with same tape or adhesive. Maintain covering in intimate contact with concrete surface. Secure to avoid displacement.
         1) Extend covering past slab edges at least twice the thickness of slab.
         2) Do not use plastic sheeting on surfaces which will be exposed to view when in service.
   4. Continue final curing to end of curing period.

E. Avoid rapid drying at end of curing period.

F. During and following curing period, protect concrete from temperature changes of adjacent air in excess of 5 degrees F per hour and 50 degrees F per 24 hours. Progressively adjust protective measures to provide uniform temperature changes over entire concrete surface.

3.9 REMOVAL OF FORMS AND SUPPORTS

A. Non-Load-Bearing Formwork: Provided that concrete has hardened sufficiently that it will not be damaged, forms not actually supporting weight of concrete or weight of soffit forms may be removed after concrete has cured at not less than 50 degrees F for 24 hours. Maintain curing and protection operations after form removal.
3.10 QUALITY CONTROL TESTING DURING CONSTRUCTION

   1. Take samples at point of discharge.
   2. For pumped concrete, perform sampling and testing at the frequencies specified herein at point of delivery to pump, and perform additional sampling and testing at the same frequency at discharge from line. Results obtained at discharge from line shall be used for acceptance of concrete.

B. Slump: ASTM C 143. One test per batch.
   1. Modify sampling to comply with ASTM C 94.

C. Air Content of Normal Weight Concrete: ASTM C 173 or ASTM C 231. One test per strength test performed on air-entrained concrete.

D. Concrete Temperature:
   1. Test each time a set of strength test specimens is made.

   1. Compression test specimens: Mold and cure one set of 4 standard cylinders for each compressive strength test required.
   2. Testing for acceptance of potential strength of as-delivered concrete:
      a. Obtain samples on a statistically sound, random basis.
      b. Minimum frequency:
         1) One set per 100 cubic yards or fraction thereof for each day's pour of each concrete class.
         2) One set per 3500 square feet of slab or wall area or fraction thereof for each day's pour of each concrete class.
         3) When less than 5 cubic yards is placed in one day, the Architect/Engineer may, at Architect/Engineer's option, waive laboratory testing of specimens if adequate evidence of satisfactory strength is provided. (Molding and curing of these specimens is not waived.)
         4) When the above testing frequency would provide fewer than 5 strength tests for a given class of concrete during the project, conduct testing from not less than 5 randomly selected batches, or from each batch if fewer than 5.
      c. Test one specimen per set at 7 days for information unless an earlier age is required.
      d. Test 2 specimens per set for acceptance of strength potential; test at 28 days unless other age is specified. The test result shall be the average of the two specimens. If one specimen shows evidence of improper sampling, molding, or testing, the test result shall be the result of the remaining specimen; if both show such evidence, discard the test result and inform the Architect/Engineer.
e. Retain one specimen from each set for later testing, if required.

f. Strength potential of as-delivered concrete will be considered acceptable if all of the following criteria are met:
   1) No individual test result falls below specified compressive strength by more than 500 psi.
   2) Not more than 10 percent of individual test results fall below specified compressive strength $f_c$.
   3) Average of any 3 consecutive strength test results equals or exceeds specified compressive strength $f_c$.

3. Testing for evaluation of field curing:
   a. Frequency: One (1) field set of specimens per strength acceptance test.
   b. Mold specimens from same sample used for strength acceptance tests. Field-cure, and test at same age as for strength acceptance tests.
   c. Evaluate construction and curing procedures and implement corrective action when strength results for field-cured specimens are less than 85 percent of test values for companion laboratory-cured specimens.

4. Removal of forms or supports: Mold additional specimens and field-cure with concrete represented; test to determine strength of concrete at proposed time of form or support removal.

F. Test Results: Testing agency will report test results in writing to contractor within 24 hours of test.
   1. Test reports shall contain the following data:
      a. Project name, number, and other identification.
      b. Name of concrete testing agency.
      c. Date and time of sampling.
      d. Concrete type and class.
      e. Location of concrete batch in the completed work.
      f. All information required by respective ASTM test methods.
   2. Nondestructive testing devices such as impact hammer or sonoscope may be used at architect's option for assistance in determining probable concrete strength at various locations or for selecting areas to be cored, but such tests shall not be the sole basis for acceptance or rejection.
   3. The testing agency shall make additional tests of in-place concrete as directed by the architect when test results indicate that specified strength and other concrete characteristics have not been attained.
      a. Testing agency may conduct tests of cored cylinders complying with ASTM C 42, or tests as directed.
      b. Cost of additional testing shall be borne by the contractor when unacceptable concrete has been verified.

END OF SECTION
PART 1 GENERAL

1.1 SUMMARY

A. Section includes:
   1. All conventional wood framing as shown on the Drawings and specified herein.

1.2 SUBMITTALS

A. Section 01 33 00 – Submittal Procedures: Submittal procedures.

B. Product Data: Submit technical data on sheathing, wood preservative materials, and application instructions.

C. Manufacturer’s Certificate: Certify Products meet or exceed specified requirements.

1.3 QUALITY ASSURANCE

A. Lumber grading rules and wood species to conform with Voluntary Product Standard PS 20-70; Grading rules of the following associations apply to materials furnished under this section.
   1. Northeastern Lumber Manufacturer's Association, Inc. (NELMA).
   2. Southern Pine Inspection Bureau (SPIB).
   3. West Coast Lumber Inspection Bureau (WCLIB).
   4. Western Wood Products Association (WWPA).
   5. Northern Hardwood and Pine Manufacturer's Association (NHPMA).

B. Plywood Grading Rules:

C. Grade Marks: Identify all lumber and plywood by official grade marks:
   1. Lumber: Grade stamp to contain symbol of grading agency, mill number or name, grade of lumber, species or species grouping of combination designation, rules under which graded, where applicable and condition of seasoning at time of manufacture.
      b. S-DRY: Maximum 19 percent moisture content.
      c. MC-15 or KD: Maximum of 15 percent moisture content.
      d. Dense.
      a. Type, grade, class and identification index.
      b. Inspection and testing agency mark.
1.4 DELIVERY, STORAGE AND HANDLING

A. Deliver products in accord with 01 60 00.

B. Store products in accord with 01 60 00.

1.5 WORKMANSHIP QUALITY

A. Workmanship for rough carpentry and framing work shall be in accordance with requirements of National Lumber Manufacturers Association.
   1. Cut framing members square on bearings and fit closely.
   2. Set accurately to lines and levels and plumb.
   3. Secure rigidly in place at bearings and connections.
   4. Use bolts and strap iron where required for best possible results.
   5. Use metal framing anchors where needed to strengthen structure and to anchor against wind uplift.

PART 2 PRODUCTS

2.1 LUMBER

A. Sound stock, kiln dried, 19 percent maximum moisture content, well seasoned, free from warp or other defects affecting structural strength. Surface four sides (S4S) unless specified otherwise.

B. Lumber shall be minimum f_b(repetitive member) = 1,450 psi, F_v = 95 psi, F_c = 1,050 psi (parallel to grain), F_c = 565 psi (perpendicular to grain), and E = 1,600,000 psi, PS 20-70 for beams, joist and headers.

C. Lumber shall be minimum f_b=900 psi and E = 1,200,000 psi for studs and blocking.

D. Lumber shall bear grade mark of grading authority.

2.2 PLYWOOD

A. Wall and Roof Sheathing: CDX Plywood of thickness shown on Drawings.

2.3 CONSTRUCTION ADHESIVE

A. Standard brands of type intended by manufacturer for the uses shown and/or recommended for the purpose by the manufacturer of the material being installed.

2.4 ROUGH HARDWARE

A. Nails, Spikes and Staples: Hot-dipped galvanized stainless steel or aluminum for exterior locations and high humidity locations; plain finish for other interior locations; size and type to suit application; staples shall not be used for fastening wood structurally and overlay.
B. Bolts, Nuts, Washers, Lags, Pins, and Screws: Medium carbon steel; sized to suit application; galvanized for exterior locations, high humidity locations, and redwood; plain finish for other interior locations.

C. Fasteners: Toggle bolt or screen tube type for anchorage to hollow masonry and expansion shield and lag bolt type for anchorage to solid masonry or concrete. Bar or strap anchors: ASTM A525 zinc-coated steel, 16-gauge minimum.

D. Framing Anchors: Minimum of 18 gauge zinc-coated steel, size 4-1/4 inches high with 1-1/2 inch sides, reversible or as indicated on Drawings.

E. Joist hangers and metal timber fasteners shall be min. 18 gauge galvanized, unless specified otherwise; nails for same are to be hardened, ring shanked type of the gauge indicated.

F. Wood connectors specified on Drawings:
   1. Product/Manufacturer:
      b. Wood Connectors/Silver Metal Products, Inc.
      c. Kant-Sag Construction Hardware/United Steel Products Company.

G. Nails for metal timber fasteners are to be supplied by vendor and shipped to the site with fasteners.

2.5 TREATED WOOD

A. For all exposed wood, and wood in contact with concrete.
   1. AWPA LP-2.

B. For wood in contact with the soil.
   1. AWPB LP-22.

2.6 PRESERVATIVE TREATMENT

A. Pressure treat all exposed 2 inches nominal wood construction and materials for the project to comply with AWPB LP-22, 0.40 chromated copper arsenate (oxide) (C.C.A.).

B. Kiln dry after treatment to 19 percent moisture content.

C. Each piece to carry a grade stamp and quality assurance stamp indicating chemical retention.

D. Provide preservative pressure-treated wood for all framing, blocking, furring and nailing strips built into exterior masonry walls, wood in direct contact with concrete or masonry, wood above bottom surface of roof deck and wood within 24 inches of ground at exterior walls.
E. Apply 2 brush coats of same preservative used in original treatment to all sawed or cut surfaces of treated lumber.

PART 3 EXECUTION

3.1 INSTALLATION

A. Blocking, all items of trim and all other carpentry items shall be laid out as called for by Drawings and shall be cut and fitted as necessitated by conditions encountered.
   1. All work shall be plumbed, leveled and braced with sufficient nails, spikes, bolts, etc., to ensure rigidity.

B. All pieces of wood or other carpentry material with a defect or defects that prevent it from serving its intended purpose satisfactorily, including crooked, warped, bowed, or otherwise defective material, even if within the limits of grade specified, will be rejected and shall be replaced with an acceptable piece.

C. Wood furring, including blocking and stripping necessary to maintain lines of and support finishes called for by the Drawings shall be provided.
   1. Wood furring shall be provided to receive trim at windows and other openings in outside walls.
   2. Wood blocking, nailers and grounds shall be provided to receive engaging woodwork, cabinets and/or other finished items.
   3. Wood furring, blocking, stripping, nailers, grounds, called for by Drawings or necessitated by conditions, shall be secured in place with approved types and sizes of nails, ties, bolts, inserts spaced to provide secure and rigid support.

D. Verify that surfaces to receive rough carpentry materials are prepared to exact grades and dimensions.
   1. Application or installation of materials constitutes acceptance of existing conditions.

E. Frame wood members to a close fit, set accurately to required lines and levels and secure rigidly in place in accordance with details.
   1. Cut and fit framing, blocking, and furring to accommodate other work as required.

3.2 PROTECTION

A. All carpentry items subject to damage during construction or affected by weather shall be properly protected.

3.3 ROUGH HARDWARE

A. Rough hardware needed for proper installation of all carpentry and millwork shall be provided.

B. Nails, spikes, screws, bolts and similar items shall be of proper types and ample sizes to
fasten and hold various members securely in place.

3.4 WOOD BLOCKING AND FRAMING
   A. Provide and install wood blocking for anchoring and support of fixtures, accessories, handrails, and doorstops as indicated on Drawings.

3.5 PROTECTION
   A. Protect completed work from damage until project is completed and accepted.

3.6 ADJUST AND CLEAN
   A. Remove from site all rubbish, debris and packaging produced by operations and leave site in a "broomeclean" condition.

   B. Adjust all working items to fit snugly yet work freely.
PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Miscellaneous items indicated on Drawings.
   2. Wood trims at interior doors.
   3. All rough hardware needed for proper installation of Work.
   4. Shelving.

1.2 QUALITY ASSURANCE

A. Lumber grading rules and wood species shall conform with Voluntary Product Standard PS 20-70: Grading rules of the following associations apply to materials furnished.
   1. Northeastern Lumber Manufacturer's Association, Inc. (NELMA).
   2. Southern Pine Inspection Bureau (SPIB).
   3. West Coast Lumber Inspection Bureau (WCLIB).
   4. Western Wood Products Association (WWPA).
   5. Redwood Inspection Service (RIS).

B. Plywood Grading Rules:

C. Grade Marks: Identify all lumber and plywood by official grade mark.
   1. Lumber: Grade stamp to contain symbol of grading agency, mill number or name, grade of lumber, species or species grouping or combination designation, rules under which graded, where applicable, and condition of seasoning at time of manufacture.
      b. S-DRY: Maximum 19 percent moisture content.
      c. MC-15 or KD: Maximum of 15 percent moisture content.
      d. Dense.
   3. Hardwood Plywood: Appropriate grade mark of qualified inspection, testing or grading agency.

D. Quality Standards of Architectural Woodwork Institute (AWI) shall apply and by reference are hereby made a part of this specification.
   1. Any reference to Premium, Custom or Economy, in this specification shall be as defined in 1984 edition of AWI "Quality Standards."
2. Any item not given a specific quality grade in this specification shall be Custom Grade as defined in AWI "Quality Standards."

E. Woodwork manufacturer must have a reputation for doing satisfactory Work on time and shall have successfully completed comparable Work.
   1. Regularly and actively engaged in manufacture of this type of work for a period of ten years.
   2. Woodwork manufacturer shall, in addition have fabricated and installed work of a similar character and magnitude, and which has been in satisfactory use for at least seven years.

F. Woodwork manufacturer shall be responsible for all details and dimensions not controlled by job conditions and shall show on his Shop Drawings all required field measurements beyond his control.

G. Contractor and woodwork manufacturer shall cooperate to establish and maintain field dimensions.

1.3 SUBMITTALS

A. In accord with 01 33 00:
   1. Samples:
      a. Three 12 inches long sections of wood trim showing profile.
      b. Manufacturer’s color samples for wood stains.
   2. Maintenance Data: Submit manufacturer's care and maintenance data, including repair and cleaning instructions. Include in project closeout documents.

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Deliver products in accord with 01 60 00.

B. Store products in accord with 01 60 00.

1.5 WARRANTY

A. General Contractor's Warranty: One year in accord with General Conditions.

PART2 PRODUCTS

2.1 WOOD TRIM

A. Wood trim shall conform to Drawings and details:

B. Wood trim profiles and colors as selected by Architect/Engineer from full range of samples.
2.2 PLYWOOD

A. Lumber Core:
   1. When used, provide at least 5-ply consisting of face veneer, back veneer, two crossband veneers, and a core composed of strips of lumber edge-glued into a solid slab. Face veneers shall be plain sliced.

B. Provide only plywood fabricated with water-resistant glue by the hot plate method.

C. For use with transparent finish, achieve uniformity of color, figure, and grain character within each panel, and from panel to panel within each fixture and group of fixtures, as approved by the Architect/Engineer.

D. Provide back veneers to properly balance the face veneers.

E. All plywood panels shall be premium grade and shall be edged with premium grade solid hardwood nosing.

2.3 ROUGH HARDWARE

A. Rough hardware needed for proper installation of all carpentry and millwork shall be provided.

B. Nails, spikes, screws, bolts and similar items shall be of proper types and ample sizes to fasten and hold various members securely in place.

C. Bolts: FS FF-B-584.


E. Expansion Shields: FS FF-B-561.

F. Lag Screws and Bolts: FS FF-B-561.

G. Toggle Bolts: FS FF-B-588.

H. Wood Screws: FS FF-S-111.

I. Nails and Staples: FS FF-N-105.
   1. Staples shall not be used for fastening wood structurally.

2.4 MISCELLANEOUS MATERIALS

A. Adhesives:
   1. For woodwork and millwork, use water resistant and mold resistant adhesive complying with Federal Specification MM-A-125, Type II.
PART3 EXECUTION

3.1 PREPARATION

A. Verify that surfaces to receive finish carpentry materials are prepared to exact levels and dimensions.
   1. Application or installation of materials constitutes acceptance of existing conditions.

3.2 INSTALLATION

A. Trim and Moldings:
   1. Install miscellaneous trim and moldings required and all millwork items for a complete job.
   2. Trim shall be provided in as long lengths as practicable, sanded to remove irregularities and machine marks.
      a. Blind nail where possible.
      b. Where face nailing is required, use finish nails driven snug and set with a nail set without hammer bruises or marks.
   3. Cut all moldings and trim sharp and true.
   4. Running trim shall be in long lengths with joints mitered, staggered and only where solid fastenings can be made.
   5. Door and window casings shall be set as detailed and shall be securely nailed in place.
   6. Trim at openings shall be single lengths without splicing, corners mitered.
   7. Miter all exterior corners.
   8. Cope molded work at interior corners, angles and returns.
   9. Miter, scribe, cope, cut, fit and joint accurately and neatly to detail and to fit adjacent Work.
   10. All trim which will be in contact with concrete or masonry after setting shall be back primed by painting subcontractor, before erection.
      a. Notify painting subcontractor when such items are ready for back priming.
      b. Allow ample time to permit application and drying of paint before installation.
   11. Do not deliver or store millwork items in building until gypsum board joint cement is thoroughly dry.
   12. All interior millwork items shall be installed, suitable for transparent finish.
   13. Leave all work free of blemishes or defects.

3.3 FINISHING

A. Sandpaper finished wood surfaces thoroughly as required to produce a uniformly smooth surface, always sanding in the direction of the grain; except do not sand wood which is designed to be left rough.
B. No coarse grained sandpaper mark, hammer mark, or other imperfection will be accepted.

3.4 CLEANING UP

A. Keep the premises in a neat, safe, and orderly condition at all times during execution of this portion of the Work, free from accumulation of sawdust, cut-ends, and debris.

B. Sweeping:
   1. At the end of each working day, and more often if necessary, thoroughly sweep surfaces where refuse from this portion of the work has settled.
   2. Remove the refuse to the area of the job site set aside for its storage.
   3. Upon completion of this portion of the Work, thoroughly broom clean all surfaces.

END OF SECTION
PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. All insulation shown on Drawings, and specified herein.
      a. Fibrous thermal wall, attic, and eave insulation.

1.2 DEFINITION

A. R-Value designation is thermal resistance of insulation only, not including alleged air
   spaces or other factors assumed to result in higher R-Values.

1.3 SUBMITTALS

A. In accord with 01 33 00:
   1. Product data:
      a. Manufacturer's descriptive literature stating brand names, R-Value and
         composition.
      b. Manufacturer's printed installation instructions.

1.4 PRODUCT DELIVERY AND STORAGE

A. In accord with 01 60 00.

B. Clearly identify manufacturer, contents, brand name, applicable standard, and R-Value.

PART 2 PRODUCTS

2.1 FIBROUS THERMAL INSULATION

A. Acceptable manufacturers; use only the products of the following manufacturers:

<table>
<thead>
<tr>
<th>MANUFACTURER</th>
<th>PRODUCT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certainteed</td>
<td>Unfaced building</td>
</tr>
<tr>
<td>3800 North Wilke Road</td>
<td>insulation batts</td>
</tr>
<tr>
<td>Suite 300</td>
<td></td>
</tr>
<tr>
<td>Arlington Heights, IL 60004</td>
<td></td>
</tr>
<tr>
<td>(312)870-1150</td>
<td></td>
</tr>
</tbody>
</table>
2. John Manville
   P. O. Box 428
   Richmond, IN 47374
   (800)255-6262

3. Owens-Corning Fiberglass
   Corp.
   St. Louis, MO
   (314)434-6510

B. Shall be glass fiber batts or blankets, unfaced, as indicated on Drawings, and shall comply with ASTM C-665.

C. R-Value for fibrous insulation shall be:
   1. R-13 for 3-1/2 inch nominal thickness in exterior walls.
   2. R-13 for 3-1/2 inch nominal thickness at party walls.
   3. R-49 for 15 inch nominal thickness in attics.

2.2 ADHESIVES, FASTENERS AND SUPPORT

A. Adhesives to be used with insulation shall be preferred type as recommended by insulation manufacturer in the printed literature.

B. Mechanical fasteners for fibrous insulation or polyethylene vapor retarder shall be bronze or galvanized flattened staples, 7/16-inch crown, 1/2-inch shank.
   1. Provide light gauge steel strapping tape for support of entire ceiling vapor retarder system, nominal 1-inch width spaced maximum of 48 inches on center.
   2. Contractor option - Support system shall be No. 12 gauge galvanized soft annealed, mild steel wire criss-crossed at 48 inches on center.

PART 3 EXECUTION

3.1 INSPECTION

A. Examine areas scheduled to receive insulation to insure protection against inclement weather and other hazards and verify that work of preceding trades is completed.

B. Examine space allocated for insulation for proper depth to receive material.

C. Proceed with installation when conditions are satisfactory.

3.2 PREPARATION

A. Remove projections in construction that may damage or prevent proper installation.
3.3 INSTALLATION OF FIBROUS INSULATIONS

A. Install at all locations indicated on Drawings.

B. General:
   1. Fit insulation snugly between framing members.
   2. Maintain integrity of insulation over entire area being insulated.
   3. Insulate small areas between closely spaced framing members.
   4. Carefully cut and fit around pipes, conduits and other obstructions.
   5. Where pipes or conduit are located in stud, joist or rafter spaces, place insulation between exterior and pipe or conduit, compressing where necessary.

C. Unfaced insulation:
   1. Provide supplemental support with wire tires or strapping laced in criss-cross fashion and securely fastened at 24 inches on center to prevent sagging of material if necessary.
   2. Install separate polyethylene vapor retarder over entire warm-in-winter side.
   3. Patch and seal punctures, tears or voids in vapor retarder.

D. Installation at eave:
   1. Provide blanket insulation to prevent loose insulation from vented soffits.

3.6 CLEAN UP

A. Remove and dispose of excess materials, litter and debris, leave Work Areas in clean condition.

END OF SECTION
PART 1 GENERAL

1.1 SUMMARY

A. Section includes sheet and sealant materials for controlling vapor diffusion.

1.2 REFERENCES

A. ASTM International:

1.3 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Submittal procedures.

B. Product Data: Submit data indicating material characteristics, performance criteria, and limitations.

C. Manufacturer's Installation Instructions: Submit preparation and installation requirements, techniques.

PART 2 PRODUCTS

2.1 VAPOR RETARDERS

A. Manufacturers:
   1. Alumiseal Corp.
   2. Fiberweb Corp.
   3. Fortifiber Corp.
   5. Lamtec Corp.

2.2 COMPONENTS

A. Sheet Retarder:
   1. Polyethylene film for above grade application, 6 mil thick.
   2. Polyethylene film for below grade application, 10 mil thick.

B. Mastic Adhesive: Type, compatible with sheet retarder and substrate, thick mastic of uniform consistency.

2.3 ACCESSORIES

A. Tape: Polyethylene self-adhering type, 2 inch wide, compatible with sheet material.
PART 3 EXECUTION

3.1 PREPARATION

A. Remove loose or foreign matter capable of impairing adhesion. Verify that Work of preceding trades is complete.

B. Clean and prime substrate surfaces to receive adhesive and sealants.

3.2 INSTALLATION

A. Vapor Retarder For Stud Framed Walls: Secure sheet retarder to stud faces with adhesive. Lap edges over stud faces, lap ends onto adjacent construction; caulk ends with sealant to ensure complete seal as recommended by sheet material manufacturer.

B. Polyethylene vapor retarder shall be installed in warm-in-winter side of all new construction.
   1. Use sheets as wide as can be conveniently handled.
   2. Lap all joints six inches and staple or tape sufficiently to hold in place until interior finish materials are installed.
   3. Patch, tape, and seal all tears, punctures or voids in vapor retarder.

END OF SECTION
SECTION 07 27 00 - AIR BARRIERS

PART 1 GENERAL

1.1 SUMMARY

A. Section includes air leakage criteria for primary air seal building enclosure materials and assemblies; materials and installation methods supplementing other air seal materials and assemblies; and air seal materials to connect and seal openings, joints, and junctions between other air seal materials and assemblies.

B. Related Sections:
   1. Section 07 26 00 - Vapor Retarders: Vapor retarders.
   2. Section 07 90 00 - Joint Protection: Sealant materials and installation techniques.

1.2 REFERENCES

A. American Society of Civil Engineers:

B. 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.

C. Sealant, Waterproofing and Restoration Institute:
   1. SWRI - Sealant Specification.

1.3 DEFINITIONS

A. Air Barrier: Continuous network of materials and joints providing air tightness, with adequate strength and stiffness to not deflect excessively under air pressure differences, to which it will be subjected in service. It can be comprised of single material or combination of materials to achieve performance requirements.

1.4 DESIGN REQUIREMENTS

A. Perform design work in accordance with ASCE 7.

1.5 PERFORMANCE REQUIREMENTS

B. TAPPI T-460 Gurley Hill (sec/100cc) Air Infiltration at 300 seconds.
C. ASTM E 96 Method B (g/m2-24hr) Water Vapor Transmission of 400.
D. TAPPI T-41 D, basic weight of 1.8 oz/yd.
F. ASTM E1677, Air Retarder Material Standard Specifications, Type I air barrier.
G. Provide continuity of air seal materials and assemblies in conjunction with materials described in Section 03 30 00, 07 21 13 and 07 90 00.

1.6 SUBMITTALS
A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
B. Shop Drawings: Indicate special joint conditions.
C. Design Data: Submit design calculations.
D. Product Data: Submit data on material characteristics, performance criteria, and limitations.
E. Manufacturer's Installation Instructions: Submit preparation, installation requirements and techniques, product storage and handling criteria.

1.7 QUALITY ASSURANCE
A. Perform Work in accordance with SWRI - Sealant and Caulking Guide Specification requirements for materials and installation.

1.8 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.

1.9 ENVIRONMENTAL REQUIREMENTS
A. Section 01 60 00 - Product Requirements.
B. Maintain temperature and humidity recommended by materials manufacturers before, during and after installation.

1.10 SEQUENCING
A. Section 01 10 00 - Summary: Work sequence.
B. Sequence Work to permit installation of materials in conjunction with related materials and seals.

1.11 COORDINATION

A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.

B. Coordinate the Work of this section with sections referencing this section.

PART 2 PRODUCTS

2.1 AIR BARRIERS

A. Manufacturers:
   1. Dupont Tyvek.
   2. Innovative Energy.
   3. Tenneco (Amocco Foam Products).
   4. Or equal in accordance with the product substitution procedures outlined in section 01 60 00 Product Requirements.

2.2 ACCESSORIES

A. Tape: Polyethylene or Polyester self adhering type, mesh reinforced, 50 mm wide, compatible with sheet material.

B. Adhesive: Compatible with sheet seal and substrate, permanently non-curing.

PART 3 EXECUTION

3.1 PREPARATION

A. Clean and prime substrate surfaces to receive adhesive and sealants.

3.2 INSTALLATION


B. Install sheet seal between window and adjacent wall seal materials with adhesive. Position lap seal over firm bearing.

C. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.

D. Install air barrier to maintain continuity across different substrates and interface with existing construction.
3.3 PROTECTION OF INSTALLED CONSTRUCTION

A. Section 01 70 00 - Execution and Closeout Requirements: Protecting installed construction.

B. Do not permit adjacent work to damage work of this section.

END OF SECTION
PART 1 GENERAL

1.1 SUMMARY

A. Section includes sealants and joint backing, and accessories.

1.2 REFERENCES

A. ASTM International:

1.3 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
B. Products Data: Submit data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.
C. Samples: Submit two samples, sealants and fillers, illustrating sealant colors for selection.
D. Manufacturer's Installation Instructions: Submit special procedures, surface preparation, and perimeter conditions requiring special attention.
E. Warranty: Include coverage for installed sealants and accessories failing to achieve airtight seal, watertight seal, exhibit loss of adhesion or cohesion, and sealants which do not cure.

1.4 QUALIFICATIONS

A. Applicator: Company specializing in performing Work of this section with minimum three years experience.

1.5 ENVIRONMENTAL REQUIREMENTS

A. Section 01 60 00 - Products Requirements.
B. Maintain temperature and humidity recommended by sealant manufacturer during and after installation.

1.6 COORDINATION

A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
B. Coordinate Work with sections referencing this section.

PART 2 PRODUCTS

2.1 JOINT SEALERS

A. Manufacturers:

<table>
<thead>
<tr>
<th>CODE</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOS</td>
<td>Bostir Findley, Inc., Middleton, MA</td>
</tr>
<tr>
<td>DAP</td>
<td>DAP, Inc./Schering Plough Corp., Tipp City, OH</td>
</tr>
<tr>
<td>DOW</td>
<td>DOW Chemical Co., Midland, MI</td>
</tr>
<tr>
<td>MAM</td>
<td>Mameco International, Cleveland, OH</td>
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<tr>
<td>PECO</td>
<td>Pecora Chemical Corp., Harleysville, PA</td>
</tr>
<tr>
<td>PTI</td>
<td>Protective Treatments, Inc., Dayton, OH</td>
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<tr>
<td>SIKA</td>
<td>Sika Chemical Corp., Lyndhurst, NJ</td>
</tr>
<tr>
<td>SON</td>
<td>Contech, Inc., Sonneborn Building Products Div., Minneapolis, MN</td>
</tr>
<tr>
<td>SUR</td>
<td>Surebond, Inc., Elk Grove Village, IL</td>
</tr>
<tr>
<td>TREM</td>
<td>Tremco Manufacturing Co., Cleveland, OH</td>
</tr>
<tr>
<td>WIL</td>
<td>Williams Products, Inc., Troy, MI</td>
</tr>
</tbody>
</table>

2.2 SEALANTS (Exterior and Interior)

A. Generic description and Use:

1. **S-1:** One component urethane, non-sag, gun grade elastomeric sealant or silicone rubber sealant. Use in all joints one-inch wide or less wherever movement may occur on interior or exterior, at contraction and expansion joints, masonry to masonry, concrete building construction joints, door and window frames to masonry, metal to metal and sheet metal to masonry.

2. **S-2:** Two component urethane, non-sag, gun grade elastomeric sealant. Use in all joints wherever movement may occur in locations indicated for S-1 sealant.

3. **S-3:** One component urethane, pour grade, self-leveling elastomeric sealant. Use in exterior and interior contraction and expansion joints in sidewalks and pavements.

B. Acceptable products:

<table>
<thead>
<tr>
<th>MFR/TYPExx TYPE</th>
<th>S-1</th>
<th>S-2</th>
<th>S-3</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAM</td>
<td>Vulkem 116</td>
<td>Vulkem 227</td>
<td>Vulkem 45</td>
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<tr>
<td>PECO</td>
<td>Dynatrol 1</td>
<td>Dynatrol II</td>
<td>Urexpan NR201</td>
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<tr>
<td>SIKA</td>
<td>Sikaflex 15LM</td>
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<td>SON</td>
<td>Sonalastic NPI</td>
<td>Sonalastic NPII</td>
<td>Sonalastic SLI</td>
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<tr>
<td>SUR</td>
<td>SB 188</td>
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<tr>
<td>TREM</td>
<td>Dynonic</td>
<td>Dymeric</td>
<td>THC-900</td>
</tr>
<tr>
<td>WIL</td>
<td>Dynaseal W-100</td>
<td></td>
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</tr>
</tbody>
</table>
2.3 CAULKS (Interior Only)

A. Generic description:
   1. C-1: One part butyl gun grade.
   2. C-2: One part acrylic gun grade.

B. Acceptable products:

<table>
<thead>
<tr>
<th>MRG/TYP</th>
<th>C-1</th>
<th>C-2</th>
</tr>
</thead>
<tbody>
<tr>
<td>DAP</td>
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<tr>
<td>PECO</td>
<td>Butyl BC 158</td>
<td>AC20 acrylic latex</td>
</tr>
<tr>
<td>SIKA</td>
<td>Sikaflex 420</td>
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<tr>
<td>SON</td>
<td>Butakauk</td>
<td>Sonalac acrylic latex caulk</td>
</tr>
<tr>
<td>TREM</td>
<td>Butyl sealant 400/500</td>
<td>Acrylic latex caulk</td>
</tr>
<tr>
<td>BOS</td>
<td>Chem-Caulk 300</td>
<td>Chem-Caulk 600</td>
</tr>
</tbody>
</table>

2.4 JOINT FILLERS

A. General Description and Use:
   1. JF-1: Backer rod for elastomeric sealants. Extruded closed-cell polyethylene foam or polyethylene jacketed polyurethane foam, non-bleeding, non-staining, oversized 30 to 50 percent.

B. Acceptable products:

<table>
<thead>
<tr>
<th>MFR/TYP</th>
<th>JF-1</th>
<th>JF-2</th>
<th>JF-3</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOW</td>
<td>Ethafoam</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SON</td>
<td>Sonoflex Backer</td>
<td>Sonoflex Cork Rod</td>
<td></td>
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<tr>
<td>WIL</td>
<td>Expand-O-Foam Cord</td>
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<td></td>
</tr>
</tbody>
</table>

2.5 JOINT CLEANER. Type recommended by the manufacturer of the sealing or caulking compound for the specific joint surface and condition.

2.6 BOND BREAKER. Polyethylene tape; pressure sensitive recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.1 INSPECTION

A. Thoroughly inspect all existing construction and the conditions under which the work will be performed. Report to the Engineer in writing all conditions that would adversely affect installation of the work.
B. Verify that all joint dimensions are in accord with manufacturer's recommendations.

C. Start of work constitutes acceptance of construction and conditions.

3.2 PREPARATION

A. Clean, prepare and size joints in accord with manufacturer's instructions. Remove all loose materials and other foreign matter which might impair adhesion of sealant or caulking.

B. Prior to installing sealants in horizontal joints where asphalt impregnated expansion joint fillers or other non-polyethylene joint fillers have already been placed, duct tape or polyethylene tape may be placed directly over the existing filler.

3.3 INSTALLATION

A. Comply with sealant manufacturer's printed instructions.

B. Install sealant backer rod for liquid elastomeric sealants.

C. Install bond breaker tape wherever recommended by manufacturer to ensure that elastomeric sealants will perform properly.

D. Install sealants and caulking in uniform, continuous ribbons, without gaps or air pockets. Ensure complete "wetting" of the joints. Bond surfaces equally on opposite sides. Fill sealant rabbet to a slightly concave surface, slightly below adjoining surfaces.

E. Install sealants to depths shown; when not shown, within the following limitations:
   1. For normal moving joints sealed with elastomeric sealants but not subject to traffic, fill joints to a depth equal to 50% of joint width, but not more that 1/2" deep or less than 1/4" deep.
   2. For joints sealed with non-elastomeric sealants and caulking compounds, fill joints to a depth in the range of 75% of 125% of joint width.

F. Spillage: Do not allow sealants or compounds to overflow or spill onto adjoining surfaces.
   1. Use masking tape or other precautionary devices to prevent staining of adjoining surfaces.

3.4 CURING

A. Cure sealants and caulking compounds in compliance with manufacturer's instructions to obtain high early bond strength, internal cohesive strength and surface durability.

3.5 ADJUST/CLEAN

A. Section 01 70 00 - Execution Requirements: Testing, adjusting, and final cleaning.
B. Upon completion, carefully examine all sealant and caulking work. Remove all damaged and defective work and replace with new materials.

C. Clean up. Remove all surplus products, containers and rubbish and dispose of off site.

D. Remove all spilled or spattered materials from all surfaces. When adjacent surfaces or other work has been damaged or stained as a result of sealing and caulking work, repair all damage and remove all stains to the satisfaction of the Architect/Engineer.

3.6 PROTECTION OF FINISHED WORK

A. Section 01 70 00 - Execution and Closeout Requirements: Protecting finished work.

B. Protect installed work during remainder of construction period. Ensure that it will be without damage or deterioration (other than normal wear or weathering) at substantial completion.

END OF SECTION
PART 1 GENERAL

1.1 SUMMARY

A. Section includes non-rated steel frames.

B. Related Sections:
   1. Section 08 13 14 - Standard Steel Doors.
   2. Section 08 71 00 - Door Hardware: Hardware, and weatherstripping.
   3. Section 09 90 00 – Paints and Coatings.

1.2 REFERENCES

A. American National Standards Institute:
   1. ANSI A250.8 - Recommended Specifications for Standard Steel Doors and Frames.

B. ASTM International:
   2. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.

1.3 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Submittal procedures.

B. Shop Drawings: Indicate frame elevations, reinforcement, anchor types and spacing, location of cut-outs for hardware, and finish.

C. Product Data: Submit frame configuration and finishes.

D. Manufacturer's Installation Instructions: Submit special installation instructions.

E. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

A. Conform to requirements of ANSI A250.8.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.
1.6 DELIVERY, STORAGE, AND HANDLING
   A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.
   B. Accept frames on site in manufacturer's packaging. Inspect for damage.
   C. Break seal on-site to permit ventilation.

1.7 COORDINATION
   A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
   B. Coordinate Work with frame opening construction, door, and hardware installation.

PART 2 PRODUCTS

2.1 STANDARD STEEL FRAMES
   A. Manufacturers:
      1. Amweld Building Products, Inc.
      2. Ceco Door Products.
      3. Curries.
      4. Kewanee Corp.
      5. Pioneer Industries.
      6. Republic Builders Products.
      7. Steelcraft.
      8. Substitutions: Section 01 60 00 - Product Requirements.
   B. Product Description: Standard shop fabricated steel frames.
      1. Frames: To suit ANSI A250.8 Grade and Model of door specified in Section 08 13 14.

2.2 ACCESSORIES
   A. Weatherstripping: Specified in Section 08 71 00.

2.3 FABRICATION
   A. Frames shall be “Knock-down” type. Finish shall be factory applied prime and field applied painted finish. Color to be chosen by the PHA.
   B. Reinforce frames wider than 48 inches with roll formed steel channels fitted tightly into frame head, flush with top.
   C. Prepare frames for silencers. Provide three single silencers for single doors.
PART 3 EXECUTION

3.1 EXAMINATION
   A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
   B. Verify opening sizes and tolerances are acceptable.

3.2 INSTALLATION
   A. Install frames in accordance with ANSI A250.8.
   B. Coordinate with wall construction for anchor placement.
   C. Coordinate installation of frames with installation of hardware specified in Section 08 71 00 and doors in Section 08 13 14.

3.3 ERECTION TOLERANCES
   A. Section 01 40 00 - Quality Requirements: Tolerances.
   B. Maximum Diagonal Distortion: 1/16 inch measured with straight edges, crossed corner to corner.

END OF SECTION
PART 1 GENERAL

1.1 SUMMARY

A. Section includes non-rated, insulated steel doors.

B. Related Sections:
   1. Section 08 12 14 - Standard Steel Frames.
   2. Section 08 71 00 - Door Hardware.
   3. Section 09 90 00 – Paints and Coatings.

1.2 REFERENCES

A. American National Standards Institute:
   1. ANSI A250.8 - Recommended Specifications for Standard Steel Doors and Frames.

B. 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.

C. Hollow Metal Manufacturers Association:
   1. HMMA 810 - Hollow Metal Doors.

D. Steel Door Institute:

1.3 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

B. Shop Drawings: Indicate door elevations, internal reinforcement, closure method, and cut-outs for hardware.

C. Product Data: Submit door configurations, location of cut-outs for hardware reinforcement.

D. Manufacturer's Installation Instructions: Submit special installation instructions.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with ANSI A250.8.
1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years experience.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.

B. Accept doors on site in manufacturer's packaging. Inspect for damage.

C. Break seal on site to permit ventilation.

1.7 COORDINATION

A. Section 01 30 00 - Administrative Requirements: Requirements for coordination.

B. Coordinate Work with door opening construction, doorframe, and door hardware installation.

PART 2 PRODUCTS

2.1 STANDARD STEEL DOORS

A. Manufacturers:
   1. Amweld Building Products, Inc.
   2. Ceco Door Products.
   3. Curries.
   4. Kewanee Corp.
   5. Pioneer Industries.
   6. Republic Builders Products.
   7. Steelcraft.
   8. Substitutions: Section 01 60 00 - Product Requirements.

2.2 COMPONENTS

A. Hardware Locations:
   1. Mounting heights for hardware shall be in accord with Table V of Steel Door Institute “Technical Data Series” S.D.I. 100-80 unless indicated otherwise.

B. Doors shall be made of commercial quality, level cold rolled steel conforming to ASTM A-366 and free of scale, pitting or other surface defects.
   1. Face sheets for all exterior doors shall be not less than 16 gauge and all exterior doors shall have a zinc coating of not less than 0.30 ounces per square foot and factory primed with field painted finish. Color to be selected by P.H.A.
      a. Insulated Hollow Metal Doors for entry doors. Total insulation minimum R-value of 6, measured in accordance with ASTM C518.
C. Frames for exterior openings shall be made of commercial grade cold rolled steel conforming to ASTM Designation A-366, 14 gauge and shall have a zinc coating of not less than 0.30 ounces per square foot.

D. Door finish shall be factory applied prime and field applied painted finish provided by the door manufacturer. Color to be chosen by the PHA. Contractor shall provide the PHA with one gallon of touch-up paint for each door color selected.

2.3 FABRICATION
A. Fabricate doors with hardware reinforcement welded in place.

PART 3 EXECUTION

3.1 EXAMINATION
A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
B. Verify opening sizes and tolerances are acceptable.

3.2 INSTALLATION
A. Install doors in accordance with ANSI A250.8.
B. Coordinate installation of doors with installation of frames specified in Section 08 12 14 and hardware specified in Section 08 71 00.
C. Touch-up damaged shop finishes.

3.3 ERECTION TOLERANCES
A. Section 01 40 00 - Quality Requirements: Tolerances.
B. Maximum Diagonal Distortion: 1/16 inch measured with straight edge, corner to corner.

3.4 ADJUSTING
A. Section 01 70 00 - Execution Requirements: Requirements for adjusting.
B. Adjust door for smooth and balanced door movement.

END OF SECTION
SECTION 08 14 16 - FLUSH WOOD DOORS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1 New pre-hung flush hollow core wood doors as shown on Drawings, specified and required for complete and proper installation.

1.2 QUALITY ASSURANCE

A. Acceptable Manufacturers: Qualified to affix each door with Architectural Woodwork Institute (AWI) and National Woodwork Manufacturer's Association (NWMA) seal of approval or quality certification stamp.

1.3 SUBMITTALS

A. In accord with 01 33 00:
   1. Shop Drawings:
      a. Show details of door construction.
      b. Face veneer pattern and species.
   2. Door Schedule: Indicate opening identifying symbol, size, door type and grade, show elevations, swing, and undercuts.
   3. Samples:
      a. 12 x 12 inch square of each type of core construction, face material and finish required.

1.4 DELIVERY, STORAGE AND HANDLING

A. In accord with 01 60 00.

1.5 WARRANTY

A. Provide manufacturer's guarantee for all wood doors. Guarantee period: Five (5) years. Doors shown defective during guarantee period shall be replaced (including hanging and finishing) with new doors.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Manufacturer: Any recognized manufacturer of wood doors complying with the requirements, including the following:
   1. Algoma Hardwoods, Inc.
   2. Graham Manufacturing Corp.
   3. Mohawk Flush Doors, Inc.
2.2 MATERIALS

A. Wood doors shall be sizes and types scheduled on the Drawings and shall meet NWWDA Industry Standard I.S.1 and Architectural Woodwork Institute for type noted.
   1. Hollow Core Doors:
      a. Core: Hollow core flush wood door, AWI Type II SHC, Type II adhesive.
      c. Faces: Wood veneer, Oak, plain sliced, AWI Custom grade, transparent finish.

2.4 PROTECTION

A. Provide metal protection buttons each side of top and bottom rails for protection until hung.

2.5 FINISH

A. Wood doors shall be prefinished.

PART 3 EXECUTION

3.1 INSTALLATION

A. Condition doors to average prevailing humidity in installation area prior to hanging.

B. Hardware: For installation see Section 08 71 00 of these specifications.

C. Manufacturer’s Instructions: Install wood doors in accordance with Manufacturer’s Instructions as shown.
   a. Install units with ¼ inch to ¾ inch (maximum) clearance above floor finish.

3.2 ADJUST AND CLEAN

A. Operation: Rehang or replace doors which do not swing or operate freely as directed by Architect/Engineer.

B. Finished Doors: Refinish or replace doors damaged during installation.

3.3 PROTECTION

A. Protect completed work from damage or deterioration until final acceptance of Work.

END OF SECTION
SECTION 08 53 00
PLASTIC WINDOWS

PART 1 GENERAL

1.1 SUMMARY

A. Section includes factory fabricated tubular extruded plastic windows with fixed and operating sash, factory glazed, operating hardware, and insect screens.

B. Related Sections:
   1. Section 06 10 53 – Miscellaneous Rough Carpentry: Wood framed openings.
   2. Section 07 90 00 - Joint Sealers: Perimeter sealant and back-up materials.

1.2 REFERENCES

A. American Architectural Manufacturers Association:
   1. AAMA 101 - Voluntary Specifications for Vinyl (PVC) and Wood Windows and Glass Doors.
   2. AAMA 303 - Voluntary Specification for Poly (Vinyl Chloride) (PVC) Exterior Profile Extrusions.

B. American Society of Civil Engineers:

C. ASTM International:

D. Glass Association of North America:

E. National Fenestration Rating Council Incorporated:
1. NFRC 100 - Procedures for Determining Fenestration Product U-Factors.

1.3 SYSTEM DESCRIPTION

A. Windows: Extruded high impact UPVC (Unplasticized Polyvinyl Chloride), factory fabricated, vision glass, related flashings, anchorage and attachment devices.

B. Configuration: Conform to AAMA 101 Designations for windows required for Project; DH-double hung.

1.4 PERFORMANCE REQUIREMENTS

A. System Design: Design and size components to withstand dead loads and live loads caused by pressure and negative wind loads acting normal to plane of window as calculated in accordance with applicable code.

B. Deflection: Limit member deflection to flexure limit of glass of longer dimension with full recovery of glazing materials.

C. Assembly: To accommodate, without damage to components or deterioration of seals, movement between window and perimeter framing, deflection of lintel.

D. Air Infiltration: Limit air infiltration through DH assembly to 0.06 cfm/min/sq ft of wall area, measured at reference differential pressure across assembly of 1.57 psf as measured in accordance with ASTM E283.

E. Vapor Seal: Limit vapor seal with interior atmospheric pressure of 1 inch sp, 72 degrees F, 40 percent RH without seal failure.

F. System Internal Drainage: Drain water entering joints, condensation occurring in glazing channels, and migrating moisture occurring within system, to exterior by weep drainage network.

G. Air and Vapor Seal: Maintain continuous air barrier and vapor retarder throughout assembly, primarily in line with pane of glass and heel bead of glazing compound.

H. Thermal Movement: Design sections to permit movement caused by thermal expansion and contraction of plastic to suit glass, and perimeter opening construction.

1.5 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Submittal procedures.

B. Shop Drawings: Indicate opening dimensions, framed opening tolerances, affected related Work; and installation requirements.

C. Product Data: Submit component dimensions, anchorage and fasteners, glass, internal drainage, and typical details.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with the following:
1. PVC Windows: Fabricate window assemblies in accordance with AAMA 101 for types of windows required.
2. Insulated Glass: Fabricate insulated glass units in accordance with GANA Glazing Manual.

1.7 QUALIFICATIONS
A. Manufacturer: Company specializing in manufacturing commercial PVC windows with minimum three years experience, and with service facilities within 50 miles of Project.
B. Installer: Company specializing in installation of commercial PVC windows with minimum three years experience.

1.8 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.

1.9 DELIVERY, STORAGE, AND PROTECTION
A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.
B. Protect finished surfaces with wrapping. Do not use adhesive papers or sprayed coatings that bond when exposed to sunlight or weather.
C. Jig, brace, and box window frame assemblies for transport to minimize flexing of members and to minimize flexing of joints.

1.10 ENVIRONMENTAL REQUIREMENTS
A. Section 01 60 00 - Product Requirements.
B. Do not install glazing materials when ambient temperature is less than 40 degrees F.

1.11 WARRANTY
A. Section 01 70 00 - Execution Requirements: Product warranties and product bonds.
B. Manufacturer’s 10-year warranty for the frame, sash or any other vinyl component and for the hermetic seal of insulated glass. Manufacturer’s 5-year warranty on failure of all hardware and weatherstripping.

PART 2 PRODUCTS
2.1 TUBULAR PLASTIC WINDOWS
A. Manufacturers:
      a. Double-hung; Series 2000 (Color: White)
2. Gerkin Windows and Doors; P.O. Box 3203, Sioux City, IA 51102. Comfort Series:
   a. Double-hung; Series 4800 (Color: White)

3. Quaker Windows; 504 Hyw 63 South, P.O. Box 128, Freeburg, Missouri 65035:
   a. Model: Manchester/AdvantEdge double-hung (Color: White)

4. Columbia Windows and Doors; 1600 N. Jackson Ave., Kansas City, MO 64120:
   a. Double-hung; Series 770 (Color: White)

5. Crystal Window & Door Systems; 31-10 Whitestone Expy, Flushing, NY 11354:
   a. Double-hung; Series 200R (Color White)

6. Product substitutions: Section 01 60 00 - Product Requirements.

   B. Product Description: Energy Star Rated, Extruded high impact UPVC (Unplasticized Polyvinyl Chloride), factory fabricated window units including, double pane insulated glass units constructed of Low-E glass, screens, related flashings, anchorage and attachment devices.

2.2 COMPONENTS

   A. Extruded UPVC: hollow, multi-chambered sections of extruded unplasticized polyvinyl chloride (UPVC), with integral ultra-violet degradation resistance.

   B. Insulating Glass: Sealed double pane glass units with Low-E coating provided and installed by the window manufacturer.
      1. Low-E float glass
      2. U-value: Maximum 0.35
      3. Pane Thickness: Minimum 1/8 inch thick.
      5. Glazing Materials: Manufacturer’s standard.
      6. Provide Obscure/privacy glass where indicated on the Drawings.

   C. Hardware:
      1. Locking: Sweep style sash lock.
      2. Operating hardware: DH operable sashes shall operate with two 5/8” block and tackle type balances.
      3. DH operable sashes shall have flush mounted molded tilt latches.

   D. Operable Sash Weather Stripping: Co-extruded vinyl bulb; permanently resilient, profiled to effect weather seal. Weatherstripping shall be finseal woolpile.

   E. Reinforcement: All internal frame and sash reinforcement shall be 6063-T6 aluminum alloy.

2.3 ACCESSORIES

   A. Fasteners and Anchors: Stainless steel.
B. Provide all accessories necessary for complete system installed in accordance with the manufacturer’s published installation instructions.

C. Interior sill: Cultured marble; project 1/2 inch beyond interior wall face; one-piece full width of opening.

D. Insect Screens:
   1. Frame: Extruded aluminum frame of rectangular sections; fit with adjustable hardware; nominal size similar to operable glazed unit.
   2. Mesh: Insect Screen mesh shall be aluminum 18 by 16, charcoal color.

2.4 FABRICATION

A. Fabricate framing, mullions and sash members with fusion welded corners and joints, in rigid jig. Supplement frame sections with internal reinforcement where required for structural rigidity.

B. Form sills in one piece. Slope sills for wash.

C. Form snap-in glass stops, closure molds, weather stops, and flashings of extruded PVC for tight fit into window frame section.

D. Form weather stop flange to perimeter of unit.

E. Fabricate components with minimum clearances and shim spacing around perimeter of assembly, yet enabling installation and dynamic movement of perimeter seal.

F. Arrange fasteners to be concealed from view.

G. Permit internal drainage weep holes and channels to migrate moisture to exterior. Furnish internal drainage of glazing spaces to exterior through weep holes.

H. Assemble insect screen frame, miter and reinforced frame corners. Fit mesh taut into frame and secure. Fit frame with four spring loaded steel pin retainers.

I. Double weatherstrip operable units.

2.5 FINISHES


B. Screens: frame color to match window system with charcoal mesh.

C. Locks, Pull Handles and Exposed Hardware: Color to match window system.

D. Cultured marble sill: color as selected by Owner from manufacturer’s standard selection.
PART 3 EXECUTION

3.1 EXAMINATION
   A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
   B. Verify wall openings and adjoining air and vapor seal materials are ready to receive Work of this Section.

3.2 INSTALLATION
   A. Attach window frame and shims to perimeter opening to accommodate construction tolerances and other irregularities.
   B. Align window plumb and level, free of warp or twist. Maintain dimensional tolerances and alignment with adjacent Work.
   C. Provide thermal isolation where components penetrate or disrupt building insulation. Pack fibrous insulation in shim spaces at perimeter of assembly to maintain continuity of thermal barrier.
   D. Coordinate attachment and seal of perimeter air and vapor barrier materials.
   E. Install operating hardware and accessories.

3.3 ERECTION TOLERANCES
   A. Maximum Variation from Level or Plumb: 1/16 inches every 3 ft non-cumulative or 1/8 inches per 10 ft, whichever is less.

3.4 ADJUSTING
   A. Adjust hardware for smooth operation and secure weathertight closure.

3.5 CLEANING
   A. Remove protective material from pre-finished surfaces. Wash surfaces by method recommended and acceptable to sealant and window manufacturer; rinse and wipe surfaces clean. Remove excess sealant by moderate use of mineral spirits or other solvent acceptable to sealant manufacturer.

END OF SECTION
SECTION 08 71 00

DOOR HARDWARE

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Finish Hardware.
   2. Templates.
   3. Hardware schedule.
   4. Installation of hardware.

1.2 REFERENCES

A. Standards: Where cited, and except as modified by Project Specifications, applicable Standards of following organizations apply.
   1. ASTM.

1.3 QUALITY ASSURANCE

A. Manufacturer: Obtain each kind of hardware (latch and locksets, hinges, etc.) from only one manufacturer, although several may be indicated as offering products complying with requirements.

B. Supplier: A recognized Builders Hardware Supplier who has been furnishing hardware for a period of not less than 5 years, and who is or employs an experienced Hardware Consultant who is available, at reasonable times during the course of the work, for consultation about project’s hardware requirements.

1.4 SUBMITTALS

A. Hardware Schedule: In accord with 01 33 00 submit six (6) copies of Complete Hardware Schedule including all miscellaneous items. Give openings by door number and location, manufacturer’s names, catalog numbers, keying information, materials and finish. Submit Manufacturer’s data with schedule illustrating each hardware item being furnished.

B. Samples: Upon the Architect/Engineer’s request, submit samples showing function, finish and design of proposed hardware items. All samples remain Supplier’s property.
and will be returned to him prior to Project completion and may be used in the work.

C. Samples and Templates: Furnish to manufacturer of metal doors and frames and wood doors as required for preparation of their work.

D. Keying Schedule: Submit six (6) copies of keying system schedule after approval by the Architect.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

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

B. Storage: Store off floor in dry area of building out of way of other work in progress. Provide maximum protection against loss and damages by providing secure lock-up for hardware stored at project.

C. Handling: Handle all items in a manner to prevent damage. Marred, defaced, damaged and defective items will be rejected.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Manufacturer’s catalog numbers are used to establish quality required; approved equal products of other Manufacturers will be acceptable.

B. Designations: Following abbreviations are used to identify listed manufacturers:

<table>
<thead>
<tr>
<th>Abbreviations</th>
<th>Manufacturer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corbin Ruswin</td>
<td>Corbin Ruswin Architectural Hardware, Berlin, CT</td>
</tr>
<tr>
<td>Glynn-Johnson</td>
<td>Glynn-Johnson Corp., Chicago, IL</td>
</tr>
<tr>
<td>Hager</td>
<td>C. Hager &amp; Sons, St. Louis, MO</td>
</tr>
<tr>
<td>Ives</td>
<td>H. B. Ives, New Haven, CT</td>
</tr>
<tr>
<td>LCN</td>
<td>LCN Closers, Princeton, IL</td>
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<tr>
<td>MCK</td>
<td>McKinney Products, Co., Scranton, PA</td>
</tr>
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<td>M-D</td>
<td>Macklanburg-Duncan, Oklahoma City, OK</td>
</tr>
<tr>
<td>National</td>
<td>National Guard Products, Inc., Memphis, IL</td>
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<tr>
<td>Norton</td>
<td>Norton Door Controls, Charlotte, NC</td>
</tr>
<tr>
<td>Pemko</td>
<td>Pemko Mfg. Co., Emeryville, CA</td>
</tr>
<tr>
<td>Reese</td>
<td>Reese Enterprises, Inc. Rosemont, MN</td>
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<td>Rock</td>
<td>Rockwood Manufacturing Co., Rockwood, PA</td>
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<tr>
<td>Sargent</td>
<td>Sargent, New Haven, CT</td>
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<td>Schlage</td>
<td>Schlage, Palatine, IL</td>
</tr>
<tr>
<td>Trimco</td>
<td>Trimco BBW, Los Angeles, CA</td>
</tr>
</tbody>
</table>
2.2 MATERIALS AND FABRICATION

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

L. Finish and Base Material Designations: Comply with BMHA 1301.
1. Where base material and quality of finish are not otherwise indicated, provide at least the commercially recognized quality (BMHA 1301), in general, finish shall be US26D, Satin chrome.

M. Hinges: Brass/Stainless steel or steel, with stainless steel pins; five knuckle plain bearing or ball bearing type. Provide full-mortise type hinges on each door, except as otherwise needed for proper support and operation of doors. Provide non-removable pins for exterior exposure, non-rising for non-security exposure.
1. Manufacturer:

<table>
<thead>
<tr>
<th></th>
<th>Weight</th>
<th>BHMA</th>
<th>Mckinney (or Equal)</th>
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<td>Exterior:</td>
<td>Standard</td>
<td>A2133</td>
<td>TA2714-4.5 x 4.5 x 626</td>
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<tr>
<td>Interior:</td>
<td>Weight</td>
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<tr>
<td></td>
<td>Standard</td>
<td>A211</td>
<td>1279</td>
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<td>Standard</td>
<td>A211</td>
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a. Butt Sized as Follows:
   1) 1 ¾” Hollow Metal Doors; 4-1/2” x 4-1/2”
   2) 1 3/8 inch Hollow Core Wood Interior Doors; 3-1/2 inches x 3-1/2 inches.

N. Exterior Locksets: Provide the following at locations as indicated:
1. Functions:
a. Entry (F82): Latch bolt operated by lever from either side; locked by push button inside and unlocked by key outside or turning inside lever.
2. Dwelling Unit Entry doors to have heavy duty mortise lever locks and cylinder with interchangeable lock cores meeting ANSI A156.12, Series 4000, Grade 1, U.L. listed. Key locks: 6-pin key cylinders with ½ inch deadbolt and anti-friction latchbolt. All strikes wrought box type.
3. Manufacturers
   a. Heavy Duty Cylindrical Lever Lockset:
      3) Corbin Russwin – ML 2065 x PSR x 626 interchangeable core.
O. Interior Latchsets: Provide the following at locations as indicated:

1. Functions:
   b. Privacy Lock (F76): Latch bolt operated by lever from either side; dead bolt by push button inside and emergency key outside.
   c. Passage Latch (F75): Both levers operate latch, always unlocked.

2. Manufacturers:
      2. Schlage – AL Series; Trim design: Saturn.

P. Weatherstrip:

1. Doorframe, head and jamb, surface mount compression weatherstrip w/ aluminum stop.
   a. Manufacturers:
      3) M-D – 87783 Bronze.

2. Door bottom, sill protection: Interior sweep
   a. Manufacturers:
      3) M-D – DB006.
      4) NAT – 200NB.
      5) PEM – 315GN.

Q. Kickplate:

1. Kick plate: Stainless Steel US32D, 0.050 inch thick, beveled three sides, 6 inches high x 2 inches less door width.
   a. Manufacturers:
      3) ROCK – K1050 series.
      4) HAG – 190S series.
      5) IVES – 8400 series.

R. Viewer:

1. Brass, 150° angle of view minimum, 626 satin chrome finish
   a. Manufacturers:
      3) ROCK - 622
      4) IVES – U696.
      5) Hager – 1755.
      6) MCK – DV1.

S. Door Shoe:

1. Mill finish aluminum with gray vinyl insert.
   a. Manufacturers:
      3) Pemko – 216AV
      4) Approved Equal.
T. Thresholds:
1. Flat plate, beveled, aluminum 8” x \(\frac{1}{4}\)”.
   a. Manufacturers:
      1) NAT – 814.
      2) PEM – 14-1
      3) REE – BAP14.
      4) Approved Equal.

U. Door Stops:
1. Type 1: Wall mounted wall stop with concave gray rubber bumper.
   a. Manufacturers:
      1. Hager: 234W
      2. Glynn-Johnson: 60C
      3. Ives: 406CCV

2.3 KEYING/LOCKS

A. Lock Manufacturer performs all keying and records system in his permanent key records.

B. The PHA shall provide a schedule for keying; the lock manufacturer shall be required to
   perform all keying and labeling as directed.
1. Keying: All keys shall bear Manufactures name, key section designation and
   key. Lock cylinders shall be Corbin Russwin 62-C1 and 62-C2 keyway as
   directed by the keying schedule.
2. Interchangeable cores: Provide new 6-pin IC cores stamped on the rear of the
   core to match the key stamp. Provide 2 keys per cylinder and 2 control keys.

C. The Contractor shall remove the existing cylinders and cores and reinstall into the new
   locksets and turn over all new cylinders and cores to the PHA for future use.

PART 3 EXECUTION

3.1 PREPARATION. Examine all doors, frames and hardware for damage, defects and suitability
   for intended use. Restore all parts or items found damaged, defective or inadequate, or replace
   with good material, before installation.

3.2 INSTALLATION

A. Mounting Heights: Heights given are center line heights up from finish floor unless
   seated; heights given “Number to Number” indicated that all shall be at one height
   within limits given. Where heights of items are not listed, mount in accord with
   recommendations of BHMA.
1. Bottom Hinge 10 to 13 inches.
2. Top Hinge 6 to 8 inches down from head.
4. Doorknob or lever 36 to 38 inches.
B. Fitting: Fit all hardware accurately and properly. Remove exposed parts until after painter’s finishing is completed, then reinstall. Securely fasten all fixed parts. Fit faces of mortised parts snug and flush. Make sure operating parts move freely and smoothly without binding, sticking or excessive clearance.

C. Adjusting and Finishing: After work has been otherwise completed, examine all hardware for complete and proper installation. Lubricate bearing surfaces of moving parts. Adjust latching and holding devices to proper function. Test keys for conformance to approved keying system. Clean all exposed surfaces, check for surface damage and polish.

D. Blocking: Provide wood or metal blocking in wall at all doorstops and door accessories.

3.3 DEFECTIVE WORK. Where hardware is found defective in materials of installation, rework, restore, replace or otherwise correct as directed.

3.4 HARDWARE SCHEDULE

A. Provide hardware conforming to Project Specifications, in sets according to following schedule: Provide door levers where indicated:

1. Group 1
   a. Each to have:
      1) 1½ Pr. Butts.
      2) 1 – Wall Stop, Type 1.
      3) 1 – Lockset: Bath/Bedroom Privacy Lever Lock F76.

2. Group 2
   a. Each to have:
      1) 1½ Pr. Butts.
      2) 1 – Latchset: Passage Lever F75.
      3) 1 – Wall Stop, Type 1.

3. Group 3: Exterior Entry
   a. Each to have:
      1) 1½ Pair Butts.
      2) 1 – Wall Stop, Type 1.
      3) Weatherstrip #1 and #2.
      4) 1 – Lockset: Entry F82.
      5) 1 – Kickplate.
      6) 2 – Viewer.
      7) 1 – Door Shoe.
      8) 1 – Threshold.

END OF SECTION
PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Gypsum board and accessories on walls, ceilings, and partitions as shown on the Drawings and as specified herein.
   2. Tape and finish joints and fasteners.
   3. Cleanup.

1.2 QUALITY ASSURANCE

A. Installation and application of materials specified shall be in accordance with latest printed directions and specifications of manufacturers.

B. Obtain each type of gypsum board and related joint treatment materials from a single manufacturer.

1.3 SUBMITTAL

A. In accordance with Section 01 33 00.
   1. Manufacturer's certification that materials meet or exceed specification requirements and list manufacturer and respective product.
   2. Manufacturer's printed instructions for installation.

1.4 PRODUCT DELIVER, STORAGE AND HANDLING

A. Delivery and Handling:
   1. Deliver materials to the project site with manufacturer's label intact and legible.
   2. Handle materials with care to prevent damage.

B. Storage:
   1. Store materials inside under cover, stack flat, off floor.
   2. Stack wallboard so that long lengths are not over short lengths.
   3. Store adhesives in dry area; provide protection against freezing at all times.

1.5 PROJECT/SITE CONDITIONS

A. Environmental Conditions:
   1. During cold weather, in areas receiving wallboard installation, maintain temperature range between 55 degrees F. to 70 degrees F. for 24 hours before, during and after gypsum wallboard treatment application.
   2. Ventilation:
      a. Provide ventilation during and following adhesive and joint treatment
applications.
b. Use temporary air circulators in enclosed areas lacking natural ventilation.
c. Under slow drying conditions, allow additional drying time between coats of joint treatment.
d. Protect installed materials from drafts during hot dry weather.

B. Protection:
1. Protect adjacent surfaces against damage and stains.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Genstar Building Materials Co. (Flint-kote).
B. Georgia-Pacific.
C. Gold Bond Building Products.
D. United States Gypsum.

2.2 MATERIALS

A. Gypsum Wallboard
1. Gypsum wallboard shall be ½ inch thick on exterior walls, separation walls, and ceilings, and ½ inch thick on interior walls or as indicated on Drawings, recessed or eased edge complying with ASTM C36.
   a. Gypsum wallboard for interior surfaces shall be Type X except as indicated.
   b. Gypsum wallboard for partitions enclosing furnace rooms and for ceilings, external walls, and walls separating apartment units shall be Type X (fire retardant).
   c. Gypsum wallboard installed behind the tub/shower and surround shall be water and mildew resistant, and in the following rooms:
      2. Bathroom.
      3. Mechanical Room/Closet.
      4. Laundry Room.

B. Fasteners shall be length and type recommended by gypsum board manufacturer:
   1. Bugle head screws to fasten gypsum board to wood.

C. Joint tape shall be perforated type conforming to requirements of ASTM C475.

D. Joint compound shall be powdered joint compound conforming to ASTM C475 or shall be ready-mixed joint compound as recommended by wallboard manufacturer.
E. Metal edge trim for use where gypsum wallboard abuts other materials and metal corner bead external corners shall be galvanized steel with perforated flanges requiring mechanical anchoring and finishing with joint compound.
   1. Type A-200 J-Trim as standard.

PART 3 EXECUTION

3.1 INSTALLATION OF GYPSUM WALLBOARD

A. Cooperate with other contractors engaged in project. Execute work in a manner so as to not interfere with other contractors.

B. Check framing for accurate spacing and alignment. Protrusions of framing, twisted framing members, or unaligned members must be repaired before installation of wallboard is started. Notify Architect/Engineer of any defects found.

C. Gypsum Board Application and Finishing Standards: Install and finish gypsum board to comply with ASTM C840.

D. Locate exposed end-butt joints as far from center of walls and ceilings as possible, and stagger not less than 24 inches in alternate courses of board.

E. Install wall/partition boards in manner which minimizes the number of end-butt joints of avoids them entirely where possible. At stairwells and similar high walls, install boards horizontally with end joints staggered over studs.

F. Install exposed gypsum board with face side out. Do not install imperfect, damaged or damp boards. Butt boards together for a light contact at edges and ends with not more than 1/16-inch open space between boards. Do not force into place.

G. Locate either edge or end joints over supports, except in horizontal applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Position boards so that like edges abut, tapered edges against tapered edges and mill-cut or field-cut ends against mill-cut of field cut ends. Stagger vertical joints over different studs on opposite side of partitions.

H. Attach gypsum board to supplementary framing and blocking provided for additional support at openings and cutouts.

I. Form control joints and expansion joints in accordance with referenced application and finishing standard with space between edges of boards prepared to receive trim accessories.

J. Space fasteners in gypsum boards in accordance with referenced gypsum board application and finishings standard and manufacturer's recommendations.
3.2 INSTALLATION OF DRYWALL TRIM ACCESSORIES

A. General: Where feasible, use the same fasteners to anchor trim accessory flanges as required to fasten gypsum board to the supports. Otherwise, fasten flanges to comply with manufacturer's recommendations.

B. Install corner beads at external corners.

C. Install metal edge trim whenever edge of gypsum board would otherwise be exposed or semi-exposed, and except where plastic trim is indicated. Provide type with face flange to receive joint compound except where "U" bead (semi-finishing type) as indicated.
   1. Install "LC" bead where drywall construction is tightly abutted to other construction and back flange can be attached to framing or supporting substrate.
   2. Install "L" bead where edge trim can only be installed after gypsum board is installed.

D. Install control joints at spacings and locations required by referenced gypsum board application and finish standard.

3.3 FINISHING OF DRYWALL

A. General: Apply joint treatment at gypsum board joints (both directions); flanges of corner bead, edge trim, and control joints, penetrations; fasteners heads, surface defects and elsewhere as required to prepare Work for decoration.

B. Apply joint tape at joints between gypsum boards, except where trim accessories are indicated.

C. Finish interior gypsum wallboard by applying the following joint compounds in 3 coats and sand between coats and after last coat.
   1. Embedding and First Coat: Ready-mix drying-tape all-purpose or taping compound.
   2. Fill (second) Coat: Ready-mix drying-tape all-purpose or topping compound.

3.4 ADJUST AND CLEAN

A. Inspect installation for defective materials and workmanship and promptly repair or replace any defective items with new acceptable materials.
   1. Fasteners:
      a. When face paper is punctured, drive new screw approximately 1-1/2 inches from defective fastener and remove defective one.
      b. Fill damaged surface with compound.
   2. Ridging:
      a. Do not repair ridging until condition has fully developed.
      b. Sand ridges to reinforcing tape without cutting through tape.
      c. Fill concave areas on both sides of ridge with topping compound.
d. After fill is dry, blend in topping compound over repaired area.

3. Fill cracks with compound and finish smooth and flush.

B. Remove all excess materials and debris resulting from Work and dispose of legally, leaving Work Areas in a clean, safe condition.

C. Leave work areas in a clean, safe condition ready for Work by other trades.

3.5 PROTECTION

A. Provide final protection and maintain conditions, in a manner suitable to Owner, which ensures gypsum drywall construction being without damage or deterioration at time of Substantial Completion.

END OF SECTION
SECTION 09 65 00 - RESILIENT FLOORING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Resilient base, Vinyl plank flooring.

1.2 SUBMITTALS

A. In accord with 01 33 00:
   1. Product Data:
      a. Materials descriptions.
      b. Manufacturer's installation instructions for each product.
      c. Two copies of manufacturer's recommended maintenance methods, procedures and products.
   2. Samples:
      a. Manufacturer's current color samples for each product for selection by Architect/Engineer.
   3. Maintenance Stock: Deliver stock of maintenance material to PHA. Furnish maintenance material matching products installed, package with protective covering for storage and identified with appropriate labels.
      a. Furnish quantity equal to 5 percent of amount installed.

1.3 DELIVERY AND STORAGE

A. In accord with 01 60 00.

1.4 PROJECT/SITE CONDITIONS

A. Environmental Requirements:
   1. Maintain temperature in space to receiving flooring between 70 degrees F., and 90 degrees F., for not less than 24 hours before and 48 hours after installation.
   2. Maintain minimum temperature of 55 degrees F.

PART 2 PRODUCTS

2.2 RESILIENT BASE

A. Manufacturers:
   1. Roppe Corp. – Model P-172 Champagne.
   2. Johnsonite - #49 Beige.
   3. Approved equal.
B. Wall Base: ASTM F 1861, Vinyl, top set, coved.
   1. Height: 4 inches.
   2. Thickness: .080 gauge.
   3. Finish: Matte.
   4. Length: Rolls
   5. Accessories: Premolded external corners, end stops.

C. Colors shall be selected by PHA from manufacturers full range of standard color samples.

2.4 VINYL PLANK FLOORING

A. Manufacturers:
   1. TrafficMaster Grip Strip. Color/pattern to be selected by PHA.
   2. Substitutions: Section 01 60 00 - Product Requirements.

B. Vinyl Plank Flooring:
   1. Product thickness: 3.8 mm
   2. Vinyl Wear Thickness: 4 mil.

2.5 ACCESSORIES

A. Subfloor filler: Premix latex, type recommended by adhesive material manufacturer.

B. Edging strips shall be provided at all openings adjoining other flooring materials and/or points where resilient floor terminates without adjoining another flooring material.
   1. Strips shall be solid material, brass, aluminum, stainless steel, or vinyl flooring reducer.
   2. Sheet flooring: Metal.

C. Filler for Coved Base: Plastic or Wood.

D. Adhesives (Cements): Waterproof, stabilized type as recommended by flooring manufacturer to suit material and substrate conditions.

G. Concrete Slab Primer: Non-staining type as recommended by flooring manufacturer.

PART 3 EXECUTION

3.1 INSPECTION OF SURFACES

A. Examine substrates for excessive moisture and unevenness which would prevent execution and quality of resilient flooring specified.
   1. Notify Architect/Engineer in writing of all unacceptable conditions observed.
   2. Do not proceed until defects are corrected except where corrections are indicated under 3.2. PREPARATION.
3.2 PREPARATION

A. Provide leveling patching compounds at all defective floor surfaces. Provide leveling compound especially under existing casework scheduled to be removed. Provide leveling compound at areas of existing tile removal to be flush with surface of existing tile.

B. Remove dirt, oil, grease, carpet glue or other foreign matter from surfaces to receive resilient tile.
   1. Fill cracks less than 1/16 inch wide and depressions less than 1/8 inch deep with self-bonding one component cement especially formulated for this purpose.

A. Prime surfaces other than wood if recommended by flooring manufacturer.

3.3 APPLICATION OF ADHESIVES

A. Mix and apply adhesives in accordance with manufacturer's instructions. Apply adhesives uniformly over surface, covering only that amount of area which can be covered by flooring material within the recommended working time of the adhesive.

B. Apply adhesives with notched trowel or other suitable tool.
   1. Do not soil walls, bases or adjacent areas with adhesives.
   2. Promptly remove any spillage.

3.4 INSTALLATION – FLOORING

A. Resilient flooring material shall be installed using installation and workmanship conforming to printed specifications of manufacturer whose flooring is being used.

B. Metal strips shall be well fastened to concrete slab with countersunk screws. Vinyl reducer shall be glued to concrete slab thoroughly and neatly with adhesive recommended by manufacturer.

C. Scribe flooring to walls, columns, cabinets, floor outlets and other appurtenances to produce tight joints.

D. Install edge strips at unprotected or exposed edges, where flooring terminates, and where indicated.

3.5 INSTALLATION - BASE

A. Fit joints tightly and make vertical. Miter internal corners. At external corners, use premolded units. At exposed ends, use premolded units.

B. Install base on solid backing. Bond tightly to wall and floor surfaces.
C. Scribe and fit to doorframes and other interruptions.

3.6 FINISHING AND CLEANING

A. Upon completion of floor covering, contractor shall remove all equipment, debris and excess materials resulting from work and leave all floors broom clean.
   1. Clean surfaces of floor coverings of all excess cement, dirt and markings.

B. After all other work is completed and just before initial occupancy, Contractor shall clean all floor coverings, removing all dirt, soil and stains or other foreign substances.
   1. Apply three coats of non-slip wax or other finish as recommended by floor covering manufacturer and buff to a uniform sheen.

C. Adjust doors to provide uniform floor clearance of 3/4 inch.

END OF SECTION
PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Coatings as shown on Drawings, schedules or specified herein.

1.2 QUALITY ASSURANCE

A. Included on label of containers:
   1. Manufacturer's name and stock number.
   2. Type of paint.
   3. Color.
   4. Instructions for reducing where applicable.
   5. Label analysis.

B. Fungus Control: Organic coating shall show no fungus growth when tested as specified in Federal Test Method Standard No. 141, Method 6271.1.

C. Field Quality Control:
   1. Request review of first finished room, space or item of each color scheme required for color, texture and workmanship.

D. Work shall be done by skilled craftsmen; all paints, stains and varnishes shall be smoothly and evenly spread on or flowed on and shall be free from runs, sags, crawls, holidays or other defects.
   1. All painting shall be done under favorable weather conditions, or conditions suitable for production of good, durable work.
   2. No succeeding coats shall be applied until preceding coat is thoroughly dry.
   3. No paint is to be applied to a metal surface in temperatures below 50 degrees F.

E. Painter will receive surfaces to be painted or otherwise treated by him, free from foreign matter such as concrete, plaster and grease caused by other crafts and shall only be required to do a nominal amount of sandpapering and cleaning before proceeding with his work.

F. Painter will be required to apply coatings to thicknesses recommended by manufacturer and/or specified in Paragraph 3.5. In event of failure to apply proper coating thickness as determined by industry acceptable testing, the Contractor shall be responsible to complete all additional materials and labor to provide coatings of acceptable thicknesses.
1.3 SUBMITTALS

A. In accord with 01 33 00:
   1. Prepare sample paint-out of each color selected for each type of paint specified. Samples shall be on dense cardboard.
   2. Make samples not less than 8 inches square and submit each sample in triplicate to PHA for approval.
   3. Make samples not less than 8 inches square and submit each sample in triplicate to Architect/Engineer for approval.

B. Color Chip Book:

1.4 DELIVERY, STORAGE AND HANDLING

A. Deliver, store and handle so as to protect against damage of all types.

B. Damaged materials shall not be incorporated into the Work and shall be immediately removed from the site.

C. Deliver materials in original unopened containers.

D. No materials other than types and brand names specified or approved shall be delivered or stored on project site.

E. Storage of painting materials:
   1. Contractor will assign storage area for all painting materials and equipment.
   2. All job site tinting, mixing and thinning must be done in this area.
   3. Use adequate means and take precautions to protect floors and other surfaces of area from damage.
   4. Use adequate means and take precautions to prevent fire, explosion and other damage.
   5. Rags, paint and solvents must be stored in closed metal containers at all times.

1.5 ENVIRONMENTAL CONDITIONS

A. Do no work during damp or inclement weather or when temperature is below 50°F.

B. Comply with manufacturer's recommendations as to environmental conditions under which coatings and coating systems can be applied.

C. Cover or otherwise protect finished work of other crafts and surfaces not being painted concurrently or not to be painted.
1.6 PROTECTION OF PREVIOUS WORK

A. Protect previous Work from damage due to painting operations. Use drop cloths, masking, etc., as necessary.

B. Remove and reinstall or provide acceptable in-place protection for all installed hardware, accessories, lighting and electric components, factory finished materials, plumbing fixtures and fittings and any other materials that may become splattered or damaged by paint or coating materials.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Use only the specified products of the following manufacturers:

MANUFACTURER
1. Glidden.
2. Substitutions: Section 01 60 00 - Product Requirements.

B. Materials selected for coating systems shall be from a single manufacturer.

2.2 MATERIALS

A. Materials List:
1. Interior Wood Primer:
2. Interior Wood Finish:
3. Gypsum Board Primer:
4. Gypsum Board Finish:
   a. Glidden - Spread Ultra #4100 Series Latex Eggshell.
5. Exterior Ferrous Metal Primer (Alkyd):
   a. Glidden – Glid Guard Alkyd Metal Primer.
7. Interior Wood Stain:
   a. Glidden – 1600 Series Woodmaster Interior Oil Wood Stain.
8. Varnish:

2.3 COLORS

A. Color to be chosen by PHA from manufacturer’s standard color chip book.
2.4 MIXING AND TINTING

A. Paints and enamels shall be factory tinted and mixed. Job mixing and job tinting will not be permitted.
   1. Fungicidal agent shall be incorporated into paint by manufacturer.
   2. No materials are to be reduced or changed except as specified by manufacturer.

PART 3 EXECUTION

3.1 INSPECTION

A. Examine surfaces scheduled to receive paint and finishes for conditions that will adversely affect execution, permanence or quality of work and which cannot be put into acceptable condition through preparatory work as included in Article 3.2.
   1. Call adverse conditions to attention of Contractor for correction.

B. Do not proceed with surface preparation or coating application until conditions are suitable.

3.2 PREPARATION OF SURFACES

A. All puttying of nail holes, cracks, open joints and other defects shall be done after primer or first coat is dry and before second coat is applied.
   1. Putty is to be spackling or a similar non-shrinking compound.
   2. Underwriter or Factory Mutual rated door labels are not to be removed from doors; masking tape shall be used to protect legibility of label.

B. Wood surfaces shall be cleaned and sanded to a smooth, clean, even surface and dusted off. Fill nail holes, cracks, open joints and other defects with putty; color to match finish color.

C. All metal surfaces to be painted shall be cleaned with benzene or mineral spirits before any paint is applied.

D. Rust on metal surfaces shall be removed by sanding, wire brushing, or application of navel jelly, as appropriate for surface and area being cleaned and shall be left clean and ready to receive finish coat.

E. Feather edge sound paint around chipped areas by grinding or sanding prior to touch-up of shop primer coats so following coats will blend in smoothly without photographing.

3.3 APPLICATION

A. Do not apply initial coating until moisture content of surface is within limitations recommended by paint manufacturer.
   1. Test surface with a moisture meter.
B. Apply paint, enamel, stain and varnish with suitable brushes, rollers, or airless spray equipment. Rate of application shall not exceed paint manufacturer's recommendation for surface involved and shall be not less than wet mil thickness indicated in 3.5 for various products and surfaces. Keep brushes, rollers and spray equipment clean, dry and free from contaminants and suitable for finish required. Apply stain by brush only. Spray equipment shall be used only with dry spray coating at Contractor's option.

C. Drying time between succeeding coats shall be as recommended by manufacturer of coating.

D. Slightly vary color between succeeding coats. Sand and dust as required between each coat to remove defects visible from a distance of three feet. No runs, blisters, glue spots, checking, crazing or cracking will be allowed.

E. Finish coats shall be smooth, free of brush marks, streaks, runs, laps or pile up of paints, and skipped or missed areas. Make edges of paint adjoining other materials or colors clean and sharp with no overlapping.

F. Refinish entire wall where portion of finish has been damaged or is not acceptable.

G. Back prime all trim before installation.

H. Shop coat and prime coat touch-up on metal shall be done while metal surface is bright and clean.

I. Moldings or ornaments which are painted shall be left clean and true to details with no undue amount of paint in corners and depressions.

J. Final coat of interior finish shall not be applied until all other crafts, except floor covering, are finished with their work, their materials and debris removed and premises turned over in broom clean condition.

K. Existing surfaces which are being painted or refinished shall be refinished in their entirety; walls from floor to ceiling and corner to corner, all surfaces of doors and frames.

3.4 PAINTING SCHEDULE

A. Exterior entry doors shall receive one coat of interior metal primer and 2 coats of interior metal finish on the interior side, and one coat of exterior metal primer and 2 coats of exterior metal finish on the exterior side.

B. Other areas of new ferrous metal shall receive:
   1. One coat of interior metal primer.
   2. Two coats of interior metal finish.
C. Interior gypsum board shall receive:
   1. On coat of wallboard primer, tinted.
   2. Two coats of wallboard finish.

D. Interior woodwork and wood doors to receive stain and varnish finish shall be given:
   1. One coat of gloss varnish.
   2. One coat of satin varnish.
   3. Fill open grain woods with wood filler compatible with stain and varnish before applying stain.

E. Miscellaneous interior woodwork and plywood shall receive:
   1. Fill open grain woods with suitable wood filler.
   2. One coat of interior wood primer.
   3. Two coats of interior wood finish.

F. Prefinished grilles, registers, etc., shall match color of adjacent surface of shall receive same paint treatment as surface on which it is mounted after suitable treatment of surface to insure paint adherence.

3.5 PAINT THICKNESS

A. Dry thicknesses for various products shall be as recommended by paint manufacturer or as follows, whichever is greater:
   1. Exterior Metal and Wood Primer – 2.2 mils.
   2. Exterior Metal and Wood Finish – 2.5 mils.
   3. Interior Primer – 2.0 mils.
   4. Interior Finish – 2.0 mils.
   5. Varnish – 3.3 mils.
   6. Concrete Sealer – 1.8 mils.

3.6 PROTECTION

A. Protect Work of other trades and surfaces not being painted.

B. Protect completed Work from damage by other trades.

3.7 CLEANING AND TOUCH-UP

A. At conclusion of Work, remove all empty containers, rags, drop cloths, excess materials and debris from project site.

B. Remove drops, splatters and runs from surfaces not scheduled to receive paint.

C. Touch up or repaint any skips, holidays, mars or thin spots.

END OF SECTION
PART 1 GENERAL

1.1 SUMMARY
A. Section Includes:
   1. Toilet accessories at locations shown on the Drawings.

1.2 SUBMITTALS.
A. In accordance with Section 01 33 00 for all accessories.

1.3 PRODUCT HANDLING
A. Delivery: Delivery to the job site shall be made when the toilet rooms are sufficiently complete and ready for installation of accessories. Accessories damaged during shipping and handling shall be removed from the site and replaced with new accessories.

1.4 PROTECTION
A. Provide protection for surfaces to which accessories will be attached to prevent damage during installation.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS (One manufacturer shall be chosen to provide as many specified toilet accessories as possible.)
A. ASI - Yonkers, NY 10710 (914)476-9000.
B. A & J - New Windsor, NY 12553 (914)562-3332.
C. Bobrick, Inc., Clifton Park, NY 12065 (518)877-7444.
D. Bradley Corp., Milwaukee, WI 53223 (414)354-0100.
E. McKinney Parker, Inc., San Francisco, CA 94107; (415)282-7800.

2.2 SURFACE MOUNTED, SINGLE-ROLL TOILET TISSUE DISPENSER
A. Bobrick, Inc. - Model #B-6857.
B. Bradley Corp. - Model #5084.
C. McKinney/Parker, Inc. - Model #M1530.
D. ASI - Model 7305S.
E. A & J - Model UX41.

2.3 SURFACE MOUNTED STORAGE CABINET
A. RSI, Inc.
B. or approved equal.

2.4 SHOWER CURTAIN ROD WITH CONCEALED FASTENER FLANGES AND 11 SHOWER CURTAIN HOOKS PER ROD
A. Bobrick, Inc. - Model B-207/204-1.
B. Bradley Corp. - Model 9538/9536.
C. McKinney Parker - Model M267/M269-SH
D. ASI - Model 1206/1200 SH-A

2.5 ROBE HOOK
A. Bradley Corp. - Model 931.
B. Bobrick, Inc. - Model B-671.

2.6 GRAB BARS
A. Stainless steel, 1-1/4 inches outside diameter, minimum 0.05 inch wall thickness, nonslip grasping surface finish, concealed flange mounting; 1-1/2 inches clearance between wall and inside of grab bar.
   1. Length and configuration: As indicated on Drawings.

2.7 ACCESSORIES MOUNTING DEVICES
A. All accessories shall be secured or mounted with screws and bolts sized to secure the accessory to the wall surface. Chrome plated screws for the majority of the installation.
B. Anchors used for mounting the accessories shall be single expanding anchors meeting or exceeding U.S. Government GSA Spec. FF-S-325, Group VIII, Type 2.
PART 3 EXECUTION

3.1 PROTECTION

A. Accessories shall remain in, or have protective coverings remain on, the unit until time of turnover of Work unless removal is required by installation.

B. Any damaged, scarred or otherwise defaced accessories shall be refinished to original quality or replaced.

3.2 ANCHORAGE

A. In general, anchorage shall be as recommended by manufacturer in accordance with surface material to be mounted to.

B. Where required due to weight of unit, or type of usage, Contractor shall provide mounting reinforcement of either wood or steel plate where an accessory is to be applied to the surface.

C. All screws and anchorage shall be security type, non-removable.

END OF SECTION
SECTION 12 37 20 - KITCHEN CASEWORK

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. All kitchen and vanity base cabinets as indicated on Drawings and specified herein.

1.2 QUALITY ASSURANCE


C. Field Measurements; Verify sizes and shapes of countertops prior to fabrication by field measurements taken after base cabinets are installed.

1.3 SUBMITTALS

A. Product Data: Submit manufacturer's technical product data and installation instructions indicating materials, hardware and finishes used in fabrication of kitchen cabinets, as required to show compliance with specifications. Incomplete submittals will not be considered.

B. Shop Drawings: Submit Shop Drawings showing location and size of each type of cabinet and countertops, accessories, materials, finishes, hardware, types and locations, fillers, etc. Include fully dimensioned plans and elevations and indicate details of anchorage to countertop and to walls.

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Deliver materials in manufacturer’s original, unopened containers.

B. Deliver materials in sufficient time and quantity to allow continuity of Work and compliance with approved construction schedule.

C. Store all materials on clean raised platforms with weather protective covering when stored outdoors.

D. Provide continuous protection of materials against damage or deterioration.

E. Remove damaged or defective materials from site.
PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Manufacturer:
   1. Kitchen Kompact, Inc., 911 E. 11th St. (47130),
      P.O. Box 868, Jeffersonville, IN 47131-0868
      i. Style: Handicapped Design Cabinets.
      ii. Color: AS selected by PHA.

2.2 WALL AND BASE CABINETS

A. Wall and base cabinets shall be of the same construction and outside appearance and
must have face frames. Construct cabinets and counter tops of solid lumber and exterior
grade plywood with wood veneer core. No particleboard, flake board, fiberboard, or
hardboard will be accepted. All parts touching floor must be pressure treated solid
lumber. Brace cabinets as necessary to produce sturdy and rigid construction. Provide
an integral toe space as indicated on the drawings. Only first quality methods, materials
and workmanship will be used. Provide ¾ inch scribe molding at top of cabinets.

B. Installation Cleats:
   1. Minimum of ¾ inch x 3-1/2 inch S4S, "C" grade, kiln dried solid lumber dadoed
to receive bottoms and tops. Two horizontal member running full length of
cabinet at tope and bottom required. Base cabinets with drawers must have a
third member at drawer height to receive side mount drawer slide bracket. Base
cabinets have a 7 ¼ inch cleat at the top and 3 ½ inch cleat at the bottom.

C. Toe Kicks:
   1. ¾ inch thick pressure treated solid lumber. Toekicks to be flush with end.

D. Finish:
   1. Exposed surfaces and interior of cabinet shall be factory finished consisting of
      stain, sealer and polyurethane coats, catalyzed varnish, or an equivalent coating
      system, lightly sanded between application. Sealer and top coats must be oven
dried. Color shall be selected by the Architect/Engineer from manufacturer's
      standard colors. Toe kick shall be painted, see Section 09 90 00.

E. Hardware:
   1. Provide corrosion resistant hardware. Hinges shall be manufacturer's standard
      heavy-duty with self-closing feature and shall be the semi-concealed type.

F. Counter Tops:
   1. Counter tops shall be fully post formed type (.040 thick min.) of high pressure
      plastic laminated to ¾ inch thick exterior plywood with covered backsplash and
      continuous seamless wrap at front edge. The bottom front edge and ends of
      counter tops shall have a solid wood mold. The perimeter of the bottom of
      counter tops and sink cut outs shall be sealed with two coats varnish. The
counter top shall include a drip edge.

G. Fittings:
   1. Scribe mould and fillers shall be utilized to assure accurate job fit. Contractor shall supply cabinet manufacturer with adequate field dimensions.

H. Blind Corner Base and Wall Cabinets:
   1. Provide closure panel on all blind corner cabinets when a filler strip is used to connect adjoining cabinet. Minimum ¼ inch thick “B” grade exterior hardwood plywood. Must be securely glued and stapled to ends, 3-1/2 inch cleats and shelves of cabinet. Let closure panel into dado of ends and installation cleats.

PART 3 EXECUTION

3.1 FABRICATION

A. Fabricate wood kitchen cabinets to dimensions, profiles and details indicated.

B. Assemble units in shop in largest components practicable to minimize field cutting and jointing.

3.2 PREPARATION

A. Carefully remove existing kitchen cabinets and dispose of legally offsite.

3.3 INSTALLATION

A. Install cabinets plumb, level, true and straight with no distortions. Shim as required using concealed shims. Where wood kitchen cabinets abut other finished Work, scribe and cut for accurate fit. Provide filler strips, scribe strips and moldings as required, and in finish to match cabinet face.

B. Anchor cabinets securely in place with concealed (when doors and drawers are closed) screws, anchored into structural support members of wall construction. Comply with manufacturer's instructions for support of units. Use togglers or similar where anchor is not backed by a structural support.
   1. Provide in addition to the manufacturer's recommendations, No. 12 x 2-1/2" wood screws through the top and bottom hanging rails of the wall cabinets at each structural support member of the wall construction. Stagger other anchors between wall support members so anchors are spaced at 8" on center. Provide a minimum of three anchors at top and bottom of each cabinet.
   2. Provide 2 x 4 blocking in wall framing for cabinet support.

C. Attach countertops securely to base units. Spline and glue joints in countertops; provide concealed mechanical clamping of joint. Provide cutouts for fixtures; drill pilot holes at corners before making cutouts. Smooth cut edges and coat with waterproof coating or adhesive.
D. Complete hardware installation and adjust doors and drawers for proper operation.

3.4 CLEANING AND PROTECTION

A. Repair or remove and replace defective Work as directed upon completion of installation.

B. Clean exposed and semi-exposed surfaces, touch-up finish as required. Remove and refinish damaged or soiled areas.

C. Protection: Advise Contractor of final protection and maintain conditions necessary to ensure that Work will be without damage or deterioration at time of acceptance.

END OF SECTION
PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Piping system insulation.
2. Pipe insulation jackets.
3. Insulation accessories including vapor retarders and accessories.

B. Related Sections:
1. Section 09 90 00 - Painting and Coating: Execution requirements for painting insulation jackets and covering specified by this section.

1.2 REFERENCES

A. ASTM International:
1.3 SUBMITTALS
   A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
   B. Product Data: Submit product description, thermal characteristics and list of materials and thickness for each service, and location.
   C. Manufacturer's Installation Instructions: Submit manufacturers published literature indicating proper installation procedures.
   D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 QUALIFICATIONS
   A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum five years documented experience.
   B. Applicator: Company specializing in performing Work of this section with minimum three years experience.

1.5 DELIVERY, STORAGE, AND HANDLING
   A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
   B. Accept materials on site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.
   C. Protect insulation from weather and construction traffic, dirt, water, chemical, and damage, by storing in original wrapping.

1.6 ENVIRONMENTAL REQUIREMENTS
   A. Section 01 60 00 - Product Requirements: Environmental conditions affecting products on site.
   B. Install insulation only when ambient temperature and humidity conditions are within range recommended by manufacturer.
   C. Maintain temperature during and after installation for minimum period of 24 hours.

1.7 FIELD MEASUREMENTS
   A. Verify field measurements prior to fabrication.

1.8 WARRANTY
   A. Section 01 70 00 - Execution and Closeout Requirements: Product warranties and product bonds.
   B. Furnish manufacturer’s standard warranty for products listed in this specification section.
PART 2 PRODUCTS

2.1 ELASTOMERIC CELLULAR FOAM

A. Manufacturers:
   1. Armaflex
   2. Rubatex
   3. Nomaco
   4. Substitutions: Section 01600 - Product Requirement.

B. Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular form:
   ASTM C534; Type I, Tubular form

C. Elastomeric Foam Adhesive:

D. Air dried, contact adhesive, compatible with insulation.

2.2 PIPE INSULATION AND EQUIPMENT JACKETS

A. PVC Plastic Pipe Jacket:
   1. Manufacturers:
      b. Ceel-co.
      c. Proto.
      d. Manufacturer of covered insulation.
      e. Substitutions: Section 01 60 00 - Product Requirements.
   2. Product Description: ASTM D 790, One piece molded type fitting covers and sheet material, off-white color.
   3. Thickness: minimum 20 mil.
   5. Minimum Service Temperature: -40 degrees F.
   6. Maximum Service Temperature: 150 degrees F.
   7. Moisture Vapor Transmission: ASTM E96; 0.002 perm-inches.
   8. Adhesive Mastic: same as manufacturer of covering.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01300 - Administrative Requirements: Coordination and project conditions.

B. Verify piping, equipment and ductwork has been tested before applying insulation materials.

C. Verify surfaces are clean and dry, with foreign material removed.
3.2 INSTALLATION

A. Exposed Piping: Locate insulation and cover seams in least visible locations.

B. Insulated pipes conveying fluids below ambient temperature: Insulate entire system including fittings, flexible connections, valves and unions.

C. Factory Insulated Equipment: Do not insulate.

D. Insulated equipment containing fluids below ambient temperature: Insulate entire system.

E. Finish insulation at supports, protrusions, and interruptions.

F. Equipment Requiring Access for Maintenance, Repair, or Cleaning: Install insulation for easy removal and replacement without damage.

3.3 SCHEDULES

A. Plumbing Systems:
   1. Plumbing Vents Within 10 feet of Exterior:
      a. Elastomeric Cellular Foam Insulation:
         1) Thickness: 1/2 inch.
   2. Domestic Hot Water Supply:
      a. Elastomeric Cellular Foam Insulation:
         1) Thickness: 3/4 inch.
   3. Domestic Cold Water:
      a. Elastomeric Cellular Foam Insulation:
         1) Thickness: 1/2 inch.

END OF SECTION
PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Water closets.
   2. Lavatories.
   3. Sinks.
   4. Showers.

B. Related Sections:
   1. Section 07 90 00 - Joint Protection: Product requirements for calking between fixtures and building components for placement by this section.

1.2 REFERENCES

A. American National Standards Institute:

B. American Society of Mechanical Engineers:
   1. ASME A112.18.1 - Plumbing Fixture Fittings.
   3. ASME A112.19.2M - Vitreous China Plumbing Fixtures.
   4. ASME A112.19.3 - Stainless Steel Plumbing Fixtures (Designed for Residential Use).
   5. ASME A112.19.4 - Porcelain Enameled Formed Steel Plumbing Fixtures.
   6. ASME A112.19.5 - Trim for Water-Closet Bowls, Tanks and Urinals.

1.3 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Submittal procedures.

B. Product Data: Submit catalog illustrations of fixtures, sizes, rough-in dimensions, utility sizes, trim, and finishes.

C. Manufacturer's Installation Instructions: Submit installation methods and procedures.

D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

A. Section 01 70 00 - Execution and Closeout Requirements: Closeout procedures.
B. Operation and Maintenance Data: Submit fixture, trim, exploded view and replacement parts lists.

1.5 QUALITY ASSURANCE

A. Regulatory requirements: The specified requirements in effect at date of bidding documents are hereby incorporated by reference to the same effect as if they were included herein in full. The requirements or cited portions thereof, govern all plumbing work.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum ten years documented experience.

B. Installer: Company specializing in performing Work of this section with minimum three years experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.

B. Accept fixtures on site in factory packaging. Inspect for damage.

C. Protect installed fixtures from damage by securing areas and by leaving factory packaging in place to protect fixtures and prevent use.

1.8 WARRANTY

A. Section 01 70 00 - Execution and Closeout Requirements: Product warranties and product bonds.

B. Furnish with manufacturer’s standard warranty for plumbing fixtures.

1.9 EXTRA MATERIALS

A. Section 01 70 00 - Execution and Closeout Requirements: Spare parts and maintenance products.

B. Furnish two sets of faucet repair kits, lavatory supply fittings, shower heads, toilet seats.
PART 2 PRODUCTS

2.1 TANK TYPE WATER CLOSETS

A. WC

B. Manufacturers:
   1. Crane – Galaxy Elite II.
   2. Eljer – Savoy.

C. Bowl: ASME A112.19.2M; white, floor mounted, siphon jet, vitreous china, 12 inch rough-in, ADA height 15-17 inch to top of bowl, close-coupled closet combination with round rim, vitreous china closet tank with fittings and lever flushing valve, bolt caps.

D. Seat: Solid white, anti-microbial plastic, round, closed front, self-sustaining hinge, brass or stainless steel bolts, with cover. Manufacturer’s: Bemis or Olsonite.

2.2 LAVATORIES

A. LAV:
   1. Vitreous China Wall Hung Corner Basin: ASME A112.19.2M; white, wall hung lavatory 15-½ x 15-½ inch minimum, with 4 inch high back, drillings on 4 inch centers, rectangular basin with splash lip, and overflow. Mount at 34 inches to top of basin rim. Provide with manufacturer’s wall hangers.
      a. Manufacturers:
         1) Eljer – Model 051-1404, Cornice.
         2) Substitutions: Section 016000 - Product Requirements.

   2. Supply Fitting: ASME A112.18.1; chrome plated combination supply fitting with pop-up waste, vandal resistant water economy aerator with maximum 2.0 gpm flow, blade type handles, 4” centerset, chrome finish.
      a. Manufacturers:
         1) Delta Faucet Company – Model 2520
         2) Substitutions: Section 016000 - Product Requirements.

   3. Accessories:
      a. Chrome plated 17-gage brass P-trap with clean-out plug and arm with escutcheon.
      b. Quarter-turn, chrome plated supply stops.

   4. Wall Mounted Carrier: ASME A112.6.1; cast iron and steel frame with tubular legs, lugs for floor and wall attachment, concealed arm supports, bearing plate and studs.
2.3 SINKS

A. SK-1

B. Double Compartment Bowl: ASME A112.19.3; 33”x 22”x 7” to 8” bowl depth outside dimensions, 20 gage, Type 301 nickel-bearing stainless steel. Self-rimming and fully undercoated with a sound and temperature insulating material, with two 3-1/2” diameter recessed drain openings, ledge back drilled for three holes on 4” centers.
   1. Manufacturers:
      b. Dayton – Model DSE23322
      c. Substitutions: Section 016000 - Product Requirements.

C. Trim: ASME A112.18.1; chrome plated brass supply with 8” long 360° swing spout, 8” center, ABS blade handles, control mechanism shall be of the rotating cylinder type with 180° rotation, with replaceable non-metallic seats operating in stainless steel lined sockets.
   1. Manufacturers:
      b. Substitutions: Section 016000 - Product Requirements.
   2. Accessories:
      a. Chrome plated 17 gage brass P-trap with clean-out plug and arm with escutcheon.
      b. Quarter-turn, chrome plated supply stops.
      c. Provide threaded Sch.40 cleanout at each sink.

2.4 BATHTUB/SHOWERS

A. SH, ADA
   1. Manufacturers:
      a. Swan.
      b. Aqua-Glass.
      c. Aquatic Industries.
      d. Maax.
      e. Or equal in accordance with the product substitution procedures outlined in section 01 60 00 Product Requirements.
   2. Base & walls: ANSI Z124.2; Barrier-free, roll-in design, solid surface or reinforced glass fiber or molded cast acrylic, 34 inch x 64 inch base, 72 inch high walls, with integral receptor, surface-mounted soap dish, removable stainless-steel strainer full length of opening, tailpiece, slip-resistant bottom, mold/mildew resistant, color as selected.
   3. Trim: ASME A112.18.1; concealed shower supply with pressure balanced mixing valves, integral service stops, hand held shower with 69 inch white reinforced vinyl hose and 51 inch slide bar, female inlet.
      a. Provide backflow protection in accordance with ASME A112.18.1 or by device complying with ASME 112.18.3.
PART 3 EXECUTION

3.1 EXAMINATION
A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
B. Verify walls and floor finishes are prepared and ready for installation of fixtures.
C. Verify electric power is available and of correct characteristics.
D. Confirm millwork is constructed with adequate provision for installation of counter top lavatories and sinks.

3.2 PREPARATION
A. Rough-in fixture piping connections in accordance with minimum sizes indicated in fixture rough-in schedule for particular fixtures.

3.3 INSTALLATION
B. Install each fixture with trap, easily removable for servicing and cleaning.
C. Provide chrome plated rigid or braided, stainless steel, flexible supplies to fixtures with chrome plated quarter-turn stops, reducers, and escutcheons.
D. Install components level and plumb.
E. Install and secure fixtures in place with wall supports, wall carriers and bolts.
F. Seal fixtures to wall and floor surfaces with sealant as specified in Section 07 90 00, color to match fixture.
G. Solidly attach water closet flange to floor.

3.4 INTERFACE WITH OTHER PRODUCTS
A. Review millwork shop-drawings. Confirm location and size of fixtures and openings before rough in and installation.

3.5 ADJUSTING
A. Section 01 70 00 - Execution and Closeout Requirements: Testing, adjusting, and balancing.
B. Adjust stops or valves for intended water flow rate to fixtures without splashing, noise, or overflow.
3.6 CLEANING

A. Section 01 70 00 - Execution and Closeout Requirements: Final cleaning.

B. Clean plumbing fixtures and equipment.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

A. Section 01 70 00 - Execution and Closeout Requirements: Protecting installed construction.

B. Do not permit use of fixtures before final acceptance.

END OF SECTION
PART 1 GENERAL

1.1 SUMMARY

A. Section includes electrical connections to equipment.

B. Related Sections:
   1. Section 26 05 33 - Raceway and Boxes for Electrical Systems.

1.2 REFERENCES

A. National Electrical Manufacturers Association:
   1. NEMA WD 1 - General Requirements for Wiring Devices.
   2. NEMA WD 6 - Wiring Devices-Dimensional Requirements.

1.3 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Submittal procedures.

B. Product Data: Submit wiring device manufacturer’s catalog information showing
   dimensions, configurations, and construction.

C. Manufacturer's installation instructions.

1.4 CLOSEOUT SUBMITTALS

A. Section 01 70 00 - Execution and Closeout Requirements: Submittal procedures.

B. Project Record Documents: Record actual locations, sizes, and configurations of
   equipment connections.

1.5 COORDINATION

A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.

B. Obtain and review shop drawings, product data, manufacturer’s wiring diagrams, and
   manufacturer's instructions for equipment furnished under other sections.

C. Determine connection locations and requirements.

D. Sequence rough-in of electrical connections to coordinate with installation of equipment.

E. Sequence electrical connections to coordinate with start-up of equipment.
PART 2 PRODUCTS

2.1 CORD AND PLUGS

A. Attachment Plug Construction: Conform to NEMA WD 1.
B. Configuration: NEMA WD 6; match receptacle configuration at outlet furnished for equipment.
C. Cord Construction: Type SJO multi-conductor flexible cord with identified equipment grounding conductor, suitable for use in damp locations, where cord and plug connection is used for any equipment exterior to the building, or in mechanical or other indoor space where a damp environment may be present.
D. Size: Suitable for connected load of equipment, length of cord, and rating of branch circuit overcurrent protection.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
B. Verify equipment is ready for electrical connection, for wiring, and to be energized.

3.2 EXISTING WORK

A. Remove exposed abandoned equipment wiring connections, including abandoned connections above accessible ceiling finishes.
B. Disconnect abandoned utilization equipment and remove wiring connections. Remove abandoned components when connected raceway is abandoned and removed. Install blank cover for abandoned boxes and enclosures not removed.

3.3 INSTALLATION

A. Make electrical connections.
B. Make conduit connections to equipment using flexible conduit. Use liquid-tight flexible conduit with watertight connectors in damp or wet locations.
   1. Thermostat wiring and furnace disconnect wiring in mechanical closets shall be in flexible conduit.
C. Connect heat producing equipment using wire and cable with insulation suitable for temperatures encountered.
D. Install receptacle outlet to accommodate connection with attachment plug.
E. Install cord and cap for field-supplied attachment plug.

F. Install suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.

G. Install disconnect switches, controllers, control stations, and control devices to complete equipment wiring requirements.

H. Install terminal block jumpers to complete equipment wiring requirements.

I. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.

3.4 ADJUSTING

A. Section 01 70 00 - Execution and Closeout Requirements: Testing, adjusting, and balancing.

B. Cooperate with utilization equipment installers and field service personnel during checkout and starting of equipment to allow testing and balancing and other startup operations. Provide personnel to operate electrical system and checkout wiring connection components and configurations.

END OF SECTION
PART 1 GENERAL

1.1 SUMMARY

A. Section includes conduit and tubing, outlet boxes, pull and junction boxes.

B. Related Sections:
   1. Section 26 05 03 - Equipment Wiring Connections.
   2. Section 26 27 26 - Wiring Devices.

1.2 REFERENCES

A. American National Standards Institute:
   1. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.
   2. ANSI C80.3 - Specification for Electrical Metallic Tubing, Zinc Coated.
   3. ANSI C80.5 - Aluminum Rigid Conduit - (ARC).

B. National Electrical Manufacturers Association:
   1. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
   2. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
   3. NEMA OS 1 - Sheet Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
   4. NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers, and Box Supports.
   5. NEMA RN 1 - Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.
   6. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Tubing and Conduit.
   7. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing.

1.3 SYSTEM DESCRIPTION

A. Raceway and boxes located as indicated on Drawings, and at other locations required for splices, taps, wire pulling, equipment connections, and compliance with regulatory requirements. Raceway and boxes are shown in approximate locations unless dimensioned. Provide raceway to sections of wiring system requiring such protection by most current edition of National Electrical Code for construction classification of building/occupancy affected by work.

B. Outdoor Locations, Above Grade: Provide rigid conduit, intermediate metal conduit, or UV-inhibited Schedule 80 nonmetallic conduit. Provide cast metal or nonmetallic outlet, pull, and junction boxes.

C. Wet and Damp Locations: Provide rigid conduit, intermediate metal conduit, electrical metallic tubing, or thick-wall nonmetallic conduit. Provide cast metal or nonmetallic outlet, junction, and pull boxes. Provide flush mounting outlet box in finished areas.
D. Exposed Dry Locations: Provide rigid conduit, intermediate metal conduit, electrical metallic tubing or thick-wall nonmetallic conduit. Provide sheet-metal boxes. Provide flush mounting outlet box in finished areas. Provide hinged enclosure for large pull boxes.

1.4 DESIGN REQUIREMENTS
A. Minimum Raceway Size: 1/2 inch unless otherwise specified.

1.5 SUBMITTALS
A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
B. Product Data: Submit for the following:
   1. Flexible metal conduit.
   2. Liquidtight flexible metal conduit.
   3. Nonmetallic conduit.
   4. Flexible nonmetallic conduit.
   5. Nonmetallic tubing.
   6. Raceway fittings.
   7. Conduit bodies.
   8. Surface raceway.
   9. Pull and junction boxes.
C. Manufacturer's Installation Instructions: Submit application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, and installation of Product.

1.6 CLOSEOUT SUBMITTALS
A. Section 01 70 00 - Execution and Closeout Requirements: Closeout procedures.
B. Project Record Documents:
   1. Record actual routing of conduits larger than 2-inch trade size.
   2. Record actual locations and mounting heights of outlet, pull, and junction boxes.

1.7 DELIVERY, STORAGE, AND HANDLING
A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.
B. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
C. Protect PVC conduit from sunlight.

1.8 COORDINATION
A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
B. Coordinate installation of outlet boxes for equipment connected under Section 26 05 03.

C. Coordinate mounting heights, orientation and locations of outlets mounted above counters, benches, and backsplashes.

PART 2 PRODUCTS

2.1 CONDUIT

A. Manufacturers:
1. Carlon Electrical Products.
2. Hubbell Wiring Devices.
3. Thomas & Betts Corp.
5. The Wiremold Co.
6. Substitutions: Section 01 60 00 - Product Requirements.

B. Rigid Steel Conduit: ANSI C80.1.

C. Rigid Aluminum Conduit: ANSI C80.5.

D. Intermediate Metal Conduit (IMC): Rigid steel.

E. Fittings and Conduit Bodies: NEMA FB 1; material to match conduit.

F. Pvc Coated Metal Conduit
   1. Product Description: NEMA RN 1; rigid steel conduit with external PVC coating, 2040 mil thick.
   2. Fittings and Conduit Bodies: NEMA FB 1; steel fittings with external PVC coating to match conduit.

G. Flexible Metal Conduit
   1. Product Description: Interlocked steel or aluminum construction.

H. Liquidtight Flexible Metal Conduit
   1. Product Description: Interlocked steel or aluminum construction with PVC jacket.

I. Electrical Metallic Tubing (EMT)
   1. Product Description: ANSI C80.3; galvanized tubing.
   2. Fittings and Conduit Bodies: NEMA FB 1; steel or malleable iron, compression set type only.

J. Nonmetallic Conduit
   1. Product Description: NEMA TC 2; Schedule 40/80 PVC as indicated above.
   2. Fittings and Conduit Bodies: NEMA TC 3.
K. Nonmetallic Tubing
1. Product Description: NEMA TC 2.
2. Fittings and Conduit Bodies: NEMA TC 3.

L. Surface Metal Raceway
1. Product Description: Sheet metal channel with fitted cover, suitable for use as surface metal raceway where indicated on Drawings for surface mounted circuits on existing filled-block or concrete walls.
2. Finish: Gray, Buff enamel, unless otherwise noted on drawings.
3. Fittings, Boxes, and Extension Rings: Furnish manufacturer's standard accessories; match finish on raceway.

M. Wireway
1. Product Description: General purpose, Oil-tight, dust-tight, or Rain-tight type wireway as noted on drawings.
2. Knockouts: Manufacturer's standard.
3. Cover: Hinged or Screw cover with full gaskets.
4. Connector: Slip-in or Flanged.
5. Fittings: Lay-in type with removable top, bottom, and side; captive screws, drip shield.
6. Finish: Rust inhibiting primer coating with gray enamel finish, unless otherwise noted on drawings.

2.2 OUTLET BOXES

A. Manufacturers:
1. Carlon Electrical Products.
2. Hubbell Wiring Devices.
3. Thomas & Betts Corp.
5. The Wiremold Co.
6. Substitutions: Section 01 60 00 - Product Requirements.

B. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.
1. Luminaire and Equipment Supporting Boxes:
   a. Rated and listed for application and for weight of equipment supported.
   b. Furnish mounting accessories for ceiling fan/light boxes as required for securing to structure compliant with box manufacturer’s requirements for ceiling fans.
   c. Furnish 1/2 inch male fixture studs where required.
2. Other installations: listed for application.

C. Nonmetallic Outlet Boxes: NEMA OS 2.
1. Luminaire and Equipment Supporting Boxes:
   a. Rated and listed for application and for weight of equipment supported.
   b. Furnish mounting accessories for ceiling fan/light boxes as required for securing to structure compliant with box manufacturer’s requirements for ceiling fans.
2. Other installations: listed for application.
D. Cast Boxes: NEMA FB 1, Type FD, for outdoor or wet-location use.

E. Wall Plates for Finished Areas: As specified in Section 26 27 26.

F. Wall Plates for Unfinished Areas: Furnish gasketed metal cover.

2.3 PULL AND JUNCTION BOXES

A. Manufacturers:
   1. Carlon Electrical Products.
   2. Hubbell Wiring Devices.
   3. Thomas & Betts Corp.
   5. The Wiremold Co.
   6. Substitutions: Section 01 60 00 - Product Requirements.

B. Sheet Metal Boxes: NEMA OS 1, galvanized steel.

C. Surface Mounted Cast Metal Box: NEMA 250, Type 44X6; flat-flanged, surface mounted junction box:
   1. Material: Galvanized cast iron, Cast aluminum.
   2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.

B. Verify outlet locations and routing and termination locations of raceway prior to rough-in.

3.2 EXISTING WORK

A. Remove exposed abandoned raceway, including abandoned raceway above accessible ceiling finishes. Cut raceway flush with walls and floors, and patch surfaces.

B. Remove concealed abandoned raceway to its source.

C. Disconnect abandoned outlets and remove devices. Remove abandoned outlets when raceway is abandoned and removed.

3.3 INSTALLATION

A. Ground and bond raceway and boxes in accordance with N.E.C., current edition.
B. Fasten raceway and box supports to structure and finishes in accordance with N.E.C., current edition.

C. Identify raceway and boxes in accordance with Section 26 05 53.

D. Arrange raceway and boxes to maintain headroom and present neat appearance.

3.4 INSTALLATION - RACEWAY

A. Raceway routing is shown in approximate locations unless dimensioned. Route to complete wiring system.

B. Arrange raceway supports to prevent misalignment during wiring installation.

C. Support raceway using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.

D. Group related raceway; support using conduit rack.

E. Do not support raceway with wire or perforated pipe straps. Remove wire used for temporary supports.

F. Do not attach raceway to ceiling support wires or other piping systems.

G. Construct wireway supports from steel channel.

H. Route exposed raceway parallel and perpendicular to walls.

I. Route raceway installed above accessible ceilings parallel and perpendicular to walls.

J. Route conduit in and under slab from point-to-point.

K. Maintain clearance between raceway and piping for maintenance purposes.

L. Maintain 12-inch clearance between raceway and surfaces with temperatures exceeding 104 degrees F.

M. Cut conduit square using saw or pipe cutter; de-burr cut ends.

N. Bring conduit to shoulder of fittings; fasten securely.

O. Join nonmetallic conduit using cement as recommended by manufacturer. Wipe nonmetallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for minimum 20 minutes.

P. Install conduit hubs or sealing locknuts to fasten conduit to sheet metal boxes in damp and wet locations, and to cast boxes.
Q. Install no more than equivalent of three 90-degree bends between boxes. Install conduit bodies to make sharp changes in direction, as around beams.

R. Avoid moisture traps; install junction box with drain fitting at low points in conduit system.

S. Install fittings to accommodate expansion and deflection where raceway crosses seismic, control, and expansion joints.

T. Install suitable pull string or cord in each empty raceway except sleeves and nipples.

U. Install suitable caps to protect installed conduit against entrance of dirt and moisture.

V. Close ends and unused openings in wireway.

3.5 INSTALLATION - BOXES

A. Install wall mounted boxes at elevations to accommodate mounting heights as indicated on Drawings or as specified in section for outlet device.

B. Adjust box location up to 10 feet prior to rough-in to accommodate intended purpose.

C. Orient boxes to accommodate wiring devices oriented as specified in Section 26 27 26.

D. Install all ceiling light fixtures with fan-rated box assembly, unless otherwise noted.

E. Do not install flush mounting box back-to-back in walls; install with minimum 6 inches separation. Install with minimum 24 inches separation in acoustic rated walls.

F. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.

G. Install stamped steel bridges to fasten flush mounting outlet box between studs.

H. Install flush mounting box without damaging wall insulation or reducing its effectiveness.

I. Install adjustable steel channel fasteners for hung ceiling outlet box.

J. Do not fasten boxes to ceiling support wires or other piping systems.

K. Support boxes independently of conduit.

L. Install gang box where more than one device is mounted together. Do not use sectional box.

M. Install gang box with plaster ring for single device outlets.
3.6 INTERFACE WITH OTHER PRODUCTS

A. Install conduit to preserve fire resistance rating of partitions and other elements, using materials and methods in accordance with UL requirements for listing of products.

B. Locate outlet boxes to allow luminaires positioned as indicated on Drawings, or as shown on reflected ceiling plan.

C. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.

3.7 ADJUSTING

A. Section 01 70 00 - Execution and Closeout Requirements: Testing, adjusting, and balancing.

B. Adjust flush-mounting outlets to make front flush with finished wall material.

C. Install knockout closures in unused openings in boxes.

3.8 CLEANING

A. Section 01 70 00 - Execution and Closeout Requirements: Final cleaning.

B. Clean interior of boxes to remove dust, debris, and other material.

C. Clean exposed surfaces and restore finish.

END OF SECTION
SECTION 26 27 26 - WIRING DEVICES

PART 1 GENERAL

1.1 SUMMARY

A. Section includes wall switches; wall dimmers; receptacles; multioutlet assembly; and device plates and decorative box covers.

B. Related Sections:
1. Section 26 05 33 - Raceway and Boxes for Electrical Systems: Outlet boxes for wiring devices.

1.2 REFERENCES

A. National Electrical Manufacturers Association:
1. NEMA WD 1 - General Requirements for Wiring Devices.
2. NEMA WD 6 - Wiring Devices-Dimensional Requirements.

1.3 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Submittal procedures.

B. Product Data: Submit manufacturer's catalog information showing dimensions, colors, and configurations.

1.4 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum ten years documented experience.

1.5 EXTRA MATERIALS

A. Section 01 70 00 - Execution and Closeout Requirements: Spare parts and maintenance products.

B. Furnish two of each style, size, and finish wall plate.

PART 2 PRODUCTS

2.1 GENERAL

A. Electrical Product Description: NEMA rated, Heavy-Duty or Specification Grade devices shall be used throughout.
B. Manufacturers and model numbers are given for each type of device below. Modify model number details as necessary to match manufacturer’s current line or to match item to color or type of device indicated on Drawings.

C. Color: Device color to match trim. Trim color indicated in General Conditions sections by Architect. White when stainless is used and other color is not stated.

D. Substitutions of equal Specification Grade device may be approved by the following manufacturers:
   1. Arrow Hart Wiring Devices.
   2. Eagle Electric.
   4. Siemens Co.
   5. Square D.
   6. Substitutions: Section 01 60 00 - Product Requirements

E. Ratings: Match branch circuit and load characteristics.

2.2 WALL SWITCHES

A. Single Pole Switch (Toggle):
   1. Leviton Model 1221.
   2. Hubbell Model HBL1221.

B. Single Pole Switch (Keyed):
   1. Leviton Model 1221-L
   2. Hubbell Model HBL1221-L.
   3. Pass and Seymour Model PS20AC1-L.

C. Double Pole Switch (Toggle):
   1. Leviton Model 1222.
   2. Hubbell Model HBL 1222.
   3. Pas and Seymour Model PS20AC2.

D. Double Pole Switch (Keyed):
   1. Leviton Model 1222-L.
   2. Hubbell Model HBL 1222-L.
   3. Pas and Seymour Model PS20AC2-L.

E. Three-way Switch:
   1. Leviton Model 1223.
   2. Hubbell Model HBL 1223.

F. Three-way Switch (Keyed):
   1. Leviton Model 1223-L.
   2. Hubbell Model HBL1223-L.
   3. Pass and Seymour Model PS20AC3-L.
G. Four-way Switch (Toggle):
1. Leviton Model 1224.
2. Hubbell Model HBL1224.

H. Product Description: NEMA WD 1, quiet, slow make, side wired only, slow break design, toggle handle, totally enclosed case, rated 15 amp (20 amp where circuitry requires), specification grade.

I. Add grounding screw when using metal boxes.

J. Provide keyed switches as shown on drawings.

K. Indicator Light: Where indicated on Drawings, provide switch with separate pilot strap; indicator lamp lens color as scheduled.

L. Locator Light: Where indicated on Drawings, provide switch with lighted handle type switch; handle color as scheduled.

2.3 RECEPTACLES

A. Simplex Receptacle, Conventional Face, 20A-125V, NEMA 5-20R:
1. Leviton Model 5361.
2. Hubbell Model HBL5361.
3. Pass and Seymour Model 5361.
4. Substitutions: Section 01 60 00 - Product Requirements

B. Duplex Receptacle, Conventional Face, 20A-125V, NEMA 5-20R:
1. Leviton Model 5362
2. Hubbell Model HBL5362.
3. Pass and Seymour Model 5362
4. Substitutions: Section 01 60 00 - Product Requirements

C. GFCI Receptacle, Duplex, Rectangular Face, 20A-125V, NEMA 5-20R:
1. End of Life Provision: when a GFCI receptacle is incapable of passing its internal test function (it can no longer provide ground fault protection) it will either:
   a. Render itself incapable of delivering power
   or
   b. Indicate by visual or audible means that the device must be replaced.
2. Reverse Line-Load Miswire: a GFCI will deny power to the receptacle face if it is miswired.
3. Duplex GFCI Receptable, Rectangular Face, 20A-125V, NEMA 5-20R:
   a. Leviton Model 6599.
   b. Hubbell Model GF5362.
   c. Pass and Seymour Model 2091.
4. Duplex GFCI, Weatherproof “while in use,” horizontal mounting, self-closing cover:
   a. Leviton Model 4992.
c. Pass and Seymour Model 4511.

5. Duplex GFCI, Weatherproof “while in use,” vertical mounting, self-closing cover:
a. Leviton Model 4992.
c. Pass and Seymour Model 4512.

D. Single NEMA 14-50R, (Range Outlet), flush, 3 pole, 4 wire, 50A-250V:
   1. Leviton Model 8450.
   2. Hubbell Model HBL9450A.
   3. Pass and Seymour Model 3894.
   4. Substitutions: Section 01 60 00 - Product Requirements.

E. Single NEMA 14-30R, (Dryer Outlet), flush, 3 pole, 4 wire, 30A-250V:
   1. Leviton Model 8430.
   2. Hubbell Model HBL9430A.
   3. Pass and Seymour Model 3864.
   4. Substitutions: Section 01 60 00 - Product Requirements.

2.4 WALL PLATES

A. Utility, unfinished, or High-Abuse areas: 302 or 430 stainless steel, No. 4 finish, and 0.035 in. thick.

B. Inside dwelling units: Specification Grade: Nylon or other impact resistant material. Color shall match trim color noted in General Conditions or, where not specified, as chosen by submittal to Architect.

C. Weatherproof Cover Plate: Gasketed cast metal or Stainless steel plate with hinged and gasketed device cover rated Weatherproof-While-In-Use.

2.5 MULTIOUTLET ASSEMBLY

A. Multi-outlet Assembly: Sheet metal channel with fitted cover suitable for use as multi-outlet assembly, or with pre-wired receptacles.

B. Size and number of circuits and receptacles: As indicated on Drawings.

C. Receptacles: Furnish covers and accessories to accept receptacles specified in this Section.

D. Receptacles: NEMA WD 6, type 5-15R, single receptacle.

E. Receptacle and Finish Color: As selected by Architect or indicated on Drawings.

F. Fittings: Furnish manufacturer's standard couplings, elbows, outlet and device boxes, and connectors.
PART 3 EXECUTION

3.1 EXAMINATION
A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
B. Verify outlet boxes are installed at proper height.
C. Verify wall openings are neatly cut and completely covered by wall plates.
D. Verify branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

3.2 PREPARATION
A. Clean debris from outlet boxes.

3.3 EXISTING WORK
A. Disconnect and remove abandoned wiring devices.
B. Modify installation to maintain access to existing wiring devices to remain active.

3.4 INSTALLATION
A. Install devices plumb and level.
B. Install switches with OFF position down.
C. Install wall dimmers to achieve full rating specified and indicated after derating for ganging as instructed by manufacturer.
D. Do not share neutral conductor on load side of dimmers.
E. Install receptacles with grounding pole on bottom.
F. Connect wiring device grounding terminal to outlet box and branch circuit equipment with grounding conductor.
G. Install decorative plates on switch, receptacle, and blank outlets in finished areas.
H. Connect wiring devices by wrapping solid conductor around screw terminal. When stranded conductors are used in lieu of solid, use crimp on fork terminals for device terminations. Do not place bare stranded conductors directly under device screws.
I. Use jumbo size plates for outlets installed in masonry walls.
J. Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface mounted outlets.
3.5 INTERFACE WITH OTHER PRODUCTS
   A. Coordinate locations of outlet boxes provided under Section 26 05 33 to obtain mounting heights as specified and as indicated on drawings.

3.6 FIELD QUALITY CONTROL
   A. Section 01 70 00 - Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.
   B. Inspect each wiring device for defects.
   C. Operate each wall switch with circuit energized and verify proper operation.
   D. Verify each receptacle device is energized.
   E. Test each receptacle device for proper polarity.
   F. Test each GFCI receptacle device for proper operation.

3.7 ADJUSTING
   A. Section 01 70 00 - Execution and Closeout Requirements: Testing, adjusting, and balancing.
   B. Adjust devices and wall plates to be flush and level.

3.8 CLEANING
   A. Section 01 70 00 - Execution and Closeout Requirements: Final cleaning.
   B. Clean exposed surfaces to remove splatters and restore finish.

END OF SECTION
SECTION 31 23 16 - EXCAVATION AND FILL

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Stockpiling topsoil and reusable subsoil.
   2. Shoring and bracing for excavation.
   3. Fill for over-excavation.
   4. Backfilling site.

B. Related Sections:
   1. Section 31 22 13 - Rough Grading.
   2. Section 32 11 23 – Aggregate Base.

1.2 REFERENCES

A. ASTM International:
   1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
   2. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand-Cone Method.
   3. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft³ (2,700 kN-m/m³)).
   4. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
   5. ASTM D2922 - Standard Test Method for Density and Unit Weight of Soil in Place by Nuclear Methods (Shallow Depth).
   7. ASTM D4253 - Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table.

B. American Association of State Highway and Transportation Officials:

C. Local utility standards when working within 24 inches of utility lines.

D. Illinois Department of Transportation (IDOT): Standard Specifications for Road and Bridge Construction, 2016, and all addenda. References made to compensation, method of measurement and basis of payment shall not apply.

1.3 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
B. Samples: Submit, in airtight containers, a 10 lb. sample of each type of fill material to the Architect/Engineer.

C. When recent test results are available for fill materials to be used, disregard samples submission and submit the test results to the testing laboratory. Test results shall clearly indicate material types, composition, hardness, compatibility and suitability for proposed usage.

D. Proctors shall be obtained at least 7 days prior to placement of fills.

E. Materials Source: Submit name of imported fill material suppliers.

PART 2 PRODUCTS

2.1 APPROVED FILL MATERIALS

A. Select site excavated subsoil material: The use of topsoil as backfill is not allowed.

PART 3 EXECUTION

3.1 EXAMINATION AND PREPARATION

A. Call Local Utility Line Information service at 1-800-892-0123 not less than 48 hours before performing Work.
   1. Request underground utilities to be located and marked within and surrounding construction areas.

B. Identify required lines, levels, contours, and datum.

C. Establish extent of excavation and fill areas by area and elevation. Designate and identify data elevation.

D. Protect utilities indicated to remain from damage.

E. Protect plant life, lawns, and other features remaining as portion of final landscaping.

F. Protect bench marks, survey control points, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

3.2 EXCAVATION

A. Underpin adjacent structures which may be damaged by excavation work.

B. Excavate subsoil to accommodate construction operations.

C. Compact disturbed load bearing soil in direct contact with foundations to original bearing capacity.
D. Remove lumped subsoil, boulders, and rock up to 1/3 cu yd measured by volume.
E. Notify Architect/Engineer of unexpected subsurface conditions.
F. Correct areas over excavated as directed by Architect/Engineer.
G. Remove excess and unsuitable material from site.
H. Stockpile subsoil in area designated on site to depth not exceeding 8 feet and protect from erosion.
I. Repair or replace items indicated to remain damaged by excavation.

3.3 EMBANKMENT

A. Backfill areas to contours and elevations with unfrozen materials.
B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.
C. Place fill material in continuous layers and compact.
   1. Subsoil fill shall be compacted to 95% Standard Proctor Density.
   2. Aggregate fill shall be compacted to 100% Standard Proctor Density.
D. Employ placement method that does not disturb or damage other work.
E. Maintain a maximum variation of 3% from Optimum Moisture Content of backfill materials to attain the required compaction density.
F. Fill shall be placed in lifts not to exceed 6 inches in thickness.
G. Make gradual grade changes. Blend slope into level areas.
H. Remove surplus backfill materials from site.
I. Leave fill material stockpile areas free of excess fill materials.

3.4 FIELD QUALITY CONTROL

A. Request visual inspection of bearing surfaces by Architect/Engineer before installing subsequent work.
B. Laboratory testing of materials will be performed by the Architect/Engineer in accordance with ASTM D698.
C. Field compaction and moisture testing of materials will be performed by the Architect/Engineer in accordance with ASTM D6938.
D. When tests indicate Work does not meet specified requirements, remove Work, replace, compact, and retest.

3.5 PROTECTION

A. Prevent displacement or loose soil from falling into excavation; maintain soil stability.

B. Protect structures, utilities and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth operations.

3.6 TOLERANCES

A. Top surface of excavation or embankment: Plus or minus 0.1 feet from required elevations.

3.7 SURPLUS MATERIALS

A. Remove surplus materials from site.

B. Leave stockpile areas completely free of all excess fill materials.

END OF SECTION
SECTION 32 11 23 - AGGREGATE BASE COURSE

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Granular subbase.
   2. Aggregate base course.

B. Related Sections:
   1. Section 31 22 13 - Rough Grading.

1.2 REFERENCES

A. American Association of State Highway and Transportation Officials:

B. ASTM International:
   1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
   2. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand-Cone Method.
   3. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft³ (2,700 kN-m/m³)).
   4. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
   5. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

C. Illinois Department of Transportation (IDOT): Standard Specifications for Road and Bridge Construction, 2016, and all addenda. References made to compensation, method of measurement and basis of payment shall not apply.

1.3 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

B. Samples: Submit, in air-tight containers, a 25 lb. sample of each type of aggregate fill to the Architect/Engineer.
C. Materials Source: Submit name of aggregate materials suppliers.

D. Manufacturer's Certificate: Certify aggregate suppliers are IDOT approved.

1.4 QUALITY ASSURANCE

A. Furnish each aggregate material from single source throughout the Work.

PART 2 PRODUCTS

2.1 AGGREGATE MATERIALS

A. Aggregate Base: Type B in accordance with IDOT Standard Specification Section 351.

B. Granular Subbase: Type A in accordance with IDOT Standard Specification Section 311.

2.2 SOURCE QUALITY CONTROL

A. Testing of Aggregates shall be as specified in Section 32 05 16.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.

B. Verify compacted substrate is dry and ready to support paving and imposed loads.

C. Verify substrate has been inspected, gradients and elevations are correct.

3.2 PREPARATION

A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.

B. Do not place fill on soft, muddy, or frozen surfaces.

3.3 AGGREGATE PLACEMENT

A. Aggregate Base: Place in accordance with IDOT Standard Specification Section 351.

B. Granular Subbase: Place in accordance with IDOT Standard Specification Section 311.

C. Level and contour surfaces to elevations, profiles, and gradients indicated.

D. Place coarse aggregate in continuous layers and compact. Fill shall be compacted to 95% standard Proctor density.
E. Maintain a maximum variation of 3% from Optimum Moisture Content of backfill materials to attain the required compaction density.

F. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

3.4 TOLERANCES

A. Section 01 40 00 - Quality Requirements: Tolerances.

B. Maximum Variation From Flat Surface: 1/4 inch measured with 10 foot straight edge.

C. Maximum Variation From Thickness: 1/4 inch.

D. Maximum Variation From Elevation: 1/2 inch.

3.5 FIELD QUALITY CONTROL

A. Field compaction and moisture testing of materials will be performed by the Architect/Engineer in accordance with ASTM D6938.

B. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.

END OF SECTION
SECTION 32 17 23 - PAVEMENT MARKINGS

PART 1 GENERAL

1.1 SUMMARY
A. Section Includes:
   1. Paint pavement markings.

1.2 REFERENCES
A. Illinois Department of Transportation (IDOT): Standard Specifications for Road and Bridge Construction, 2016, and all addenda. References made to compensation, method of measurement and basis of payment shall not apply.

1.3 SUBMITTALS
A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

PART 2 PRODUCTS

2.1 MATERIALS

PART 3 EXECUTION

3.1 INSTALLATION
A. Perform paint pavement markings installation in accordance with IDOT Standard Specification Section 780 and as indicated on drawings.

END OF SECTION
PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Final grade topsoil for finish landscaping.

B. Related Sections
   1. Section 32 92 19 - Seeding.

1.2 QUALITY ASSURANCE

A. Furnish topsoil material from single source throughout the Work.

PART 2 PRODUCTS

2.1 MATERIAL

A. Topsoil: Blended top soil as supplied by River City Landscape Supply, Inc. 1-800-448-4013 or approved equal.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.

B. Verify substrate base has been contoured and compacted.

C. Verify trench backfilling have been inspected.

3.2 PREPARATION

A. Protect landscaping and other features remaining as final Work.

B. Protect sidewalks, utilities, paving, and curbs.

3.3 SUBSTRATE PREPARATION

A. Eliminate uneven areas and low spots.
B. Remove debris, roots, branches, stones, in excess of 1 inch in size. Remove contaminated subsoil.

3.4 PLACING TOPSOIL

A. Place topsoil in areas where seeding will occur to nominal depth of 4 inches. Place topsoil during dry weather.

B. Fine grade topsoil to eliminate rough or low areas. Maintain profiles and contour of subgrade.

C. Remove roots, weeds, rocks, and foreign material while spreading.

D. Manually spread topsoil close to plant material, building, and paved areas to prevent damage of stated items.

E. Roll placed topsoil.

F. Remove surplus subsoil and topsoil from site.

3.5 TOLERANCES

A. Top of Topsoil: Plus or minus 1/2 inch.

3.6 PROTECTION OF INSTALLED WORK

A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting finished Work.

B. Prohibit construction traffic over topsoil.

END OF SECTION
SECTION 32 92 19 - SEEDING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Fertilizing.
   2. Seeding.
   3. Mulching.

B. Related Sections:
   1. Section 32 91 19 – Landscape Grading.

1.2 REFERENCES

A. ASTM International:

B. Illinois Department of Transportation (IDOT): Standard Specifications for Road and Bridge Construction, 2016, and all addenda. References made to compensation, method of measurement and basis of payment shall not apply.

1.3 DEFINITIONS

A. Weeds: Vegetative species other than specified species to be established in given area.

1.4 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

B. Product Data: Submit data for seed mix, fertilizer, mulch, and other accessories.

C. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.5 FINAL ACCEPTANCE

A. Final inspection and acceptance will be at the end of the turf establishment period. Acceptance shall be based upon a satisfactory stand of turf defined as 95 percent ground cover of species established.

B. Reestablish turf in areas that do not have 95 percent ground cover of the established species. Repair rejected areas of turf within acceptable planting dates as directed by Architect/Engineer.

C. Upon seeded areas acceptance, submit written maintenance instructions recommending procedures for maintenance of seeded areas.
1.6 QUALITY ASSURANCE
A. Provide seed mixture in containers showing percentage of seed mix, germination percentage, inert matter percentage, weed percentage, year of production, net weight, date of packaging, and location of packaging.
B. Work shall be performed by a landscape contractor with a minimum of 5 years of full time experience in the work specified and with workers skilled in the work specified.

1.7 DELIVERY, STORAGE, AND HANDLING
A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.
B. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.
C. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.
D. Store all products off the ground, in a dry location, out of the way of construction operations. Provide protection to prevent damage until installed.

1.8 MAINTENANCE SERVICE
A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for maintenance service.
B. Maintenance of installed and accepted seeded areas will be performed by Owner.
C. Maintain seeded lawn areas, including watering, spot weeding, mowing, applications of herbicides, fungicides, insecticides and re-seeding until a full, uniform stand of grass free of weeds, undesirable grass species, disease, and insects is achieved and accepted.
   1. Water daily to maintain adequate surface soil moisture for proper seed germination. Continue daily watering for not less than 30 days. Thereafter, apply 1/2” of water twice weekly until acceptance.
   2. Repair, rework, and re-seed all areas that have washed out, are eroded, or do not catch.
   3. Mow lawn areas as soon as lawn top growth reaches a 3 inch height. Cut back 2 inches in height. Repeat mowing as required to maintain specified height.
   4. Apply Type B fertilizer to lawns approximately 30 days after seeding at a rate equal to 1.0 lb. Of actual nitrogen per 1,000 square feet. (140 lbs./acre). Apply with mechanical rotary or drop type distributor. Thoroughly water into soil.

1.9 WARRANTY
A. Contractor’s Warranty: Supply Owner with warranty in accord with General Conditions for a period of one year plus one growing season.
PART 2 PRODUCTS

2.1 SEED MIXTURE
   A. Seed shall be in accordance with IDOT Standard Specification Article 1081.04.
   B. Seed mix shall be a Class 1 lawn mixture in accordance with IDOT Standard Specification Article 250.07.

2.2 ACCESSORIES
   A. Mulching Material: In accordance with IDOT Standard Specification Article 1081.06.
   B. Fertilizer: In accordance with IDOT Standard Specification Article 1081.08.
   D. Water: Clean, fresh and free of substances or matter capable of inhibiting vigorous growth of grass.
   F. Stakes: Softwood lumber, chisel pointed.
   G. String: Inorganic fiber.

2.3 SOURCE QUALITY CONTROL
   A. Section 01 40 00 - Quality Requirements: Testing, inspection and analysis requirements.

PART 3 EXECUTION

3.1 EXAMINATION
   A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
   B. Verify prepared soil base is ready to receive the Work of this section. Do not start seeding work until unsatisfactory conditions are corrected.

3.2 FERTILIZING
   A. Apply fertilizer in accordance with IDOT Standard Specification Article 250.04.
   B. Apply lime at application rate recommended by soil analysis. Work lime into top 6 inches of soil.
   C. Apply each fertilizer at the rate of 90 lb/acre.
   D. Apply after smooth raking of topsoil and prior to roller compaction.
E. Do not apply fertilizer at same time or with same machine used to apply seed.
F. Lightly water soil to aid dissipation of fertilizer. Irrigate top level of soil uniformly.

3.3 SEEDING
A. Apply seed in accordance with IDOT Standard Specification Section 250.
B. Do not seed areas in excess of that which can be mulched on same day.
C. Do not sow immediately following rain, when ground is too dry, or when winds are over 12 mph.
D. Immediately following seeding, apply mulch in accordance with IDOT Standard Specification Section 251. Mulch Method 1 shall be used.
E. Apply water with fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.

3.4 REPAIR OF SEEDING
A. The Contractor is responsible for the proper care of the seeded areas during the period when the vegetation is being established. If, at any time before completion and acceptance of the entire work covered by this contract, any portion of the surface becomes eroded, gullied or otherwise damaged or vandalized following seeding; has been winter-killed or otherwise destroyed, the affected portion shall be repaired to re-establish the condition and grade of the soil and reseed the areas as specified herein to attain established turf.

3.5 SEED PROTECTION
A. Cover seeded slopes where grade is 4:1 or greater when matting. Roll erosion control blanket down over slopes without stretching or pulling.
B. Lay erosion control blanket smoothly on soil surface, burying top end of each section in narrow 6 inch trench. Leave 12 inch overlap from top roll over bottom roll. Leave 4 inch overlap over adjacent section.
C. Staple outside edges and overlaps at 36 inch intervals.
D. Lightly dress slopes with topsoil to ensure close contact between matting and soil.
E. In ditches, unroll matting in direction of flow. Overlap end of strips six inch with upstream section on top.

3.6 MAINTENANCE
A. Mow grass at regular intervals to maintain at maximum height of 3 inches. Do not cut more than 1/3 of grass blade at each mowing. Perform first mowing when seedlings are 40 percent higher than desired height.
B. Neatly trim edges and hand clip where necessary.
C. Immediately remove clippings after mowing and trimming. Do not let clippings lay in clumps.

D. Water to prevent grass and soil from drying out.

E. Control growth of weeds. Apply herbicides. Remedy damage resulting from improper use of herbicides.

F. Immediately reseed areas showing bare spots.

G. Repair washouts or gullies.

H. Protect seeded areas with warning signs during maintenance period.

3.7 ACCEPTANCE

A. Inspection to determine acceptance of seeded lawns will be made after 60 days of completed installation upon Contractor’s request. Provide notification at least ten working days before requested inspection date.
   1. Seeded areas will be acceptable provided all requirements, including maintenance, have been complied with, and a healthy, uniform, close stand of specified grass is established free of weeds, undesirable grass species, disease, and insects.
   2. No individual lawn areas shall have bare spots or unacceptable cover totaling more than two percent of the individual areas, in areas requested to be inspected.

B. Upon acceptance, Owner will assume lawn maintenance.

3.8 CLEANING

A. Perform cleaning during installation of work and upon completion of work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from seeding operations.

END OF SECTION