

BID DOCUMENTS AND CONTRACTS
FOR
ST. CLAIR COUNTY HOUSING AUTHORITY

Capital Fund Improvements
IL501-18
114 S. Church St.
Belleville, Illinois

Replace Parking Deck and Patio Waterproof Coating

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

EXECUTIVE DIRECTOR

Larry McLean

PROJECT MANAGER

David Wright

March 18, 2019

PACKAGE NUMBER _____

Contract Number IFB-18-B011

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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; **Replace Parking Deck and Patio Waterproof Coating 114 S. Church St. Belleville, IL;** at the Central Office Building, 1790 South 74th Street, Belleville, IL 62223 until 10:00 AM prevailing time April 30th, 2019. 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 specialized Parking Deck and Patio waterproof coating. Repair concrete deck as described herein.

JOB SITE VISITATION: A tour of the job site will be conducted on **April 9th, 2019, at 10:00 am** by the owner's representative. All bidders desiring to view the job site 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 No bid may be withdrawn within sixty days after the scheduled bid opening.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 OPPURTUNITY: 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 waiver 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 drawing 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

3/15/19

DATE

SECTION 2

INSTRUCTIONS TO BIDDERS HUD 5369

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

(3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

SECTION 3

GENERAL CONDITIONS HUD 5370

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 3/31/2020)

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

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

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

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

The information requested does not lend itself to confidentiality.

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

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1. Definitions

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

3. Architect's Duties, Responsibilities, and Authority

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

2. Contractor's Responsibility for Work

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

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

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

6. Construction Progress Schedule

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

7. Site Investigation and Conditions Affecting the Work

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

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

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

8. Differing Site Conditions

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

9. Specifications and Drawings for Construction

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

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

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

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

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

10. As-Built Drawings

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

11. Material and Workmanship

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

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

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

12. Permits and Codes

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

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

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

13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and,
- (4) Avoid work interruptions.

- (b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
- (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

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

15. Availability and Use of Utility Services

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

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

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

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

17. Temporary Buildings and Transportation of Materials

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

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

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

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

21. Use and Possession Prior to Completion

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

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

22. Warranty of Title

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

23. Warranty of Construction

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

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

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

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

26. Order of Provisions

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

27. Payments

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

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

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

Name:

Title:

Date:

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

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

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

28. Contract Modifications

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

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

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

29. Changes

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

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

30. Suspension of Work

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

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

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

31. Disputes

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

32. Default

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

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

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

33. Liquidated Damages

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

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

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

34. Termination for Convenience

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

35. Assignment of Contract

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

36. Insurance

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

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

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence.

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

37. Subcontracts

(a) Definitions. As used in this contract -

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

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

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

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

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

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

39. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.
- 40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.**
- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

41. Interest of Members of Congress

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

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

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

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

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

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

- (a) Minimum Wages.
- (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
 - (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
 - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
 - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
 - (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

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 and defect for a period of one (1) year from date of Final Payment in the form of a Good Faith Agreement. Contracts exceeding \$100,000.00 will require both a Good Faith Agreement and a Warranty Bond for 100% of the contracted amount.
- 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

Eff: 01/01/98

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 Replace Parking Deck and Patio Waterproof Coating as proposed on; April 30, 2019 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: Remove existing damaged coating and concrete and replace coating with new material as specified.

Property: Bel Plaza 1; AMP 004

Location: 114 South Church St. Belleville, 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 June 3rd, 2019 and is to be completed within 90 days, but no later than 4:00 p.m. Prevailing Time August 31st, 2019; 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 be 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 employments or training.

The contractor will include the Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal Financial assistance, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations. Compliance with the provisions of section 3, the regulations set forth in 24 CFR part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided

to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR part 135.

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

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

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

Replace Parking Deck and Patio Waterproof Coating, 114 S. Church, Belleville, IL

THIS AGREEMENT EXECUTED ON THIS DATE:

OWNER:

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

CONTRACTOR:

BY: _____

Larry McLean
Executive Director

BY: _____

Contractor Signature

Title

DATE: _____

DATE: _____

SECTION 7

CONTRACT MODIFICATION FORMS

ST. CLAIR COUNTY HOUSING AUTHORITY

CONSTRUCTION COST ESTIMATE BREAKDOWN SUMMARY

form: ccebs3 12/97

CONTRACT MODIFICATION NO.: DATE: PROJECT:	CONTRACTOR:
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I. CONTRACTOR WORK PERFORMANCE BREAKDOWN

NOTE: Construction Cost Estimate Breakdown Must Be Attached

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

*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.

Subcontractor	Additions	Deletions	Net Total
_____	\$ _____	-\$ _____	=\$ _____
_____	\$ _____	-\$ _____	=\$ _____
_____	\$ _____	-\$ _____	=\$ _____
_____	\$ _____	-\$ _____	=\$ _____

J. Total Direct Cost	\$ _____
K. Contractors O & P 6% of line J = \$ _____ (minimum \$50.00)	
L. Profit of Subcontractor's 10% of line J = \$ _____	
M. Total O & P (Lines K + L)	\$ _____
N. Total Subcontractor's Unit Prices (Includes Overhead and Profit)	\$ _____
O. Total (lines J + M+ N)	\$ _____

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

SECTION 8
WAGE DECISION

General Decision Number: IL190017 01/18/2019 IL17

Superseded General Decision Number: IL20180017

State: Illinois

Construction Types: Heavy and Highway

Counties: Bond, Calhoun, Clinton, Greene, Jersey, Macoupin, Madison, Monroe, Montgomery, St Clair and Washington Counties in Illinois.

MACOUPIN (upper 1/2) & MONTGOMERY (upper 1/2, INCLUDING WAGGONER, STANDARD CITY, & NORTH THEREOF) COUNTIES:

HEAVY CONSTRUCTION PROJECTS (including Sewer & Water Line Construction & Drainage Projects) & HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, and railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction, other major bridges).

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) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	01/11/2019
2	01/18/2019

CARP0270-015 05/01/2017

Rates

Fringes

CARPENTER.....	\$ 32.15	25.97
PILEDRIVERMAN.....	\$ 33.15	25.97

 CARP0270-023 05/01/2017

GREENE COUNTY

	Rates	Fringes
CARPENTER.....	\$ 32.15	25.97
PILEDRIVERMAN.....	\$ 33.15	25.97

 CARP0500-001 05/01/2018

CLINTON, MONROE, and WASHINGTON COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 38.85	17.10

 CARP0500-003 05/01/2018

ST. CLAIR COUNTY

	Rates	Fringes
Carpenter and Piledriver.....	\$ 38.85	17.10

 CARP0664-003 05/01/2018

MADISON COUNTY

	Rates	Fringes
Carpenter and Piledriver.....	\$ 38.85	17.10

 CARP0664-006 05/01/2018

BOND, CALHOUN, and JERSEY COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.85	17.10

 ELEC0146-012 06/01/2016

MONTGOMERY COUNTY (East of Butler Grove, Grisham, Hillsboro & Raymond Twps)

	Rates	Fringes
ELECTRICIAN.....	\$ 36.27	16.36

 ELEC0193-003 11/28/2018

MACOUPIN (Barr, Girard, Nilwood, North & South Otter, North & South Palmyra and Virden Twps), AND MONTGOMERY (Bois D' Arc, Harvel and Pitman Twps) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.96	4.5%+17.00

 ELEC0193-011 04/04/2018

MACOUPIN (Townships of Scottville, North Palmyra, North Otter, Virden, Girard, Barr, South Palmyra, South Otter, and Nilwood) and MONTGOMERY (Townships of Bois D'Arc, Pitman, and Harvel) COUNTIES

	Rates	Fringes
Line Construction		
Groundman - Equipment Operator (Class I, all crawler type equipment larger than D-4, 15 ton crane or larger).....	\$ 46.43	29.5% + 5.75
Groundman - Truck Driver (with winch, may operate diggers, 5th wheel type trucks, crawler-type equipment, D-4 and smaller, backhoe 3/4 yard and under, rubber tire and crawler w/end loader, and may drive bucket truck and live boom type line trucks).....	\$ 35.35	29.5% + 5.75
Groundman - Truck Driver (without winch).....	\$ 33.31	29.5% + 5.75
Groundman (Class A).....	\$ 31.72	29.5% + 5.75
Lineman & Substation Tech....	\$ 51.62	29.5% + 5.75

 ELEC0309-002 12/03/2018

BOND (Westside), CLINTON, GREENE (ALL WORK PERFORMED ON THE ILLINOIS POWER COMPANY PROPERTY), JERSEY (ALL WORK PERFORMED ON THE ILLINOIS POWER COMPANY PROPERTY), MACOUPIN (EXCEPT North 1/3 & Southwest Corner), MADISON (EXCEPT East ALTON, ALTON, WOOD RIVER & HARTFORD), MONROE, MONTGOMERY (East of ROUNDTREE, IRVING & East FORK TWP.), RANDOLPH (PORTION OF RED BUD TOWNSHIP), ST. CLAIR, and WASHINGTON (OKAWVILLE & VENEDY TWPS.) COUNTIES

	Rates	Fringes
LINE CONSTRUCTION		
Cable Splicer; Lineman Welder.....	\$ 55.03	44.26%
Groundman Equipment Operator.....	\$ 45.57	44.26%
Groundman Truck Driver.....	\$ 37.20	44.26%
Groundman.....	\$ 34.02	44.26%
Lineman.....	\$ 52.41	44.26%

 * ELEC0309-003 09/03/2018

BOND (Western Half), CLINTON (EXCLUDES HUEY, HOFFMAN, & VIC.),
 MACOUPIN (EXCLUDES BRIGHTON TWP., ATHENVILLE, SCOTTVILLE,
 GIRARD & AREA N. THEREOF), MADISON (EXCLUDES ALTON, E. ALTON,
 HARTFORD & WOOD RIVER), MONROE, MONTGOMERY (WEST OF BUTLER
 GROVE, GRISHAM, HILLSBOROUGH & RAYMOND TWPS), ST. CLAIR and
 WASHINGTON (VENEDY TWP) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 40.70	31.66%+7.99

ELEC0649-002 12/03/2018		

CALHOUN, GREENE, JERSEY, MACOUPIN (SOUTHWEST CORNER), AND
 MADISON (E. ALTON, ALTON, WOOD RIVER & HARTFORD) COUNTIES

	Rates	Fringes
Line Construction		
BLASTER.....	\$ 51.98	29%+8.50
EQUIPMENT OPERATOR.....	\$ 44.58	29%+8.50
GROUNDMAN - TRUCK DRIVER		
W/WINCH.....	\$ 33.37	29%+8.50
GROUNDMAN - TRUCK DRIVER		
WO/WINCH.....	\$ 29.50	29%+8.50
GROUNDMAN.....	\$ 28.73	29%+8.50
LINEMAN; AND LINEMAN HOLE		
BORING MACHINE OPERATOR.....	\$ 51.98	29%+8.50

ELEC0649-008 01/01/2018		

CALHOUN, GREEN, JERSEY, MACOUPIN (SOUTHWEST CORNER), AND
 MADISON (ALTON, E. ALTON, HARTFORD & WOOD RIVER) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 42.01	22.38

* ELEC0702-002 01/01/2019		

ALEXANDER, CLAY, CRAWFORD, EDWARDS, EFFINGHAM, FRANKLIN,
 FAYETTE (Excludes portion North Avena), GALLATIN, HAMILTON,
 HARDIN, JACKSON, JASPER, JEFFERSON, JOHNSON, LAWRENCE, MARION,
 MASSAC, PERRY, POPE, PULASKI, RANDOLPH (Except Red Bud Twps),
 RICHLAND, SALINE, UNION, WABASH, WAYNE, WHITE, AND WILLIAMSON
 COUNTIES;
 CLARK, COLES (Southern Half), CUMBERLAND, MOULTRIE (Whitley
 TWP), and SHELBY (Except West of Holland, Prairie, Richland, &
 Windsor TWPS) COUNTIES;
 BOND (Eastern Half), and WASHINGTON (OKAWVILLE & VENDY TWPS)
 COUNTIES

	Rates	Fringes
Line Construction		

Groundman - Class A.....	\$ 31.24	29%+7.25
Groundman - Equipment Operator Class II (all other equipment).....	\$ 37.99	29%+7.25
Heavy - Equipment Operator Class I (all crawler type equipment D-4 and larger)...	\$ 42.59	29%+7.25
Lineman.....	\$ 53.47	29%+7.25

ELEC0702-017 01/01/2019

BOND (Eastern Half), CLINTON (Huey, Hoffman, & Vicinity), AND WASHINGTON (Except Venedy TWP) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 44.12	22.54

ENGI0520-005 08/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 01.....	\$ 36.20	31.35
Group 02.....	\$ 35.07	31.35
Group 03.....	\$ 30.59	31.35
Group 04.....	\$ 30.65	31.35
Group 05.....	\$ 30.32	31.35
Group 06.....	\$ 38.75	31.35
Group 07.....	\$ 39.05	31.35
Group 08.....	\$ 39.33	31.35
Group 09.....	\$ 37.20	31.35
Group 10.....	\$ 38.20	31.35
Group 11.....	\$ 38.20	31.35
Group 12.....	\$ 39.20	31.35

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Cranes, Draglines, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, Screws on Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines, or Backfiller, Cherrypickers, overhead Cranes, Roller, Steam or Gas, Concrete Pavers, Excavator Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, DerrickType Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Toumapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than derrick type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (two), Air Compressors (two) Water Pumps, regardless of size (two), Welding Machines (two), Siphons or Jets (two), Winch Head or Apparatuses (two), Light Plants (two), Waterblasters (two), all Tractors, regardless of size (straight tractor only), Fireman on

Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (one), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, concrete saws of all types and sizes with their attachments, gobhoppers, excavators all sizes, the repair, greasing, and fueling of all diesel hammers, the operation, set-up and cleaning 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 signs 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 electric motors the bolting and unbolting the adjusting and shiming, (dewatering jobs, whirley crane, conveyor belts) etc., batch plants (all sizes), roto mills, conveyors systems of any size and any configuration, hydroseeders and strawblowers all sizes, operation, repair, service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, grout machines regardless of size, Nail launchers when mounted on a machine or self-propelled, con-cover machines, Goldhofer and similar S.P.M.T. (self-propelled modular transpmiers) heavy transport units and all Operators (except those listed below).

Group 2: Assistant Operators

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

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

GROUP 5: Oilers

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

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

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

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

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

GROUP 11: Master Mechanic

GROUP 12: Licensed Boat Pilot

 ENGI0520-012 08/01/2017

INCLUDING BUILDING CONSTRUCTION ON HEAVY INDUSTRIAL SITES &
 HEAVY CONSTRUCTION EXCEPT DREDGING AND RIVER WORK

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 01.....	\$ 37.70	31.35
Group 02.....	\$ 36.57	31.35
Group 03.....	\$ 32.09	31.35
Group 04.....	\$ 32.15	31.35
Group 05.....	\$ 31.82	31.35
Group 06.....	\$ 40.25	31.35
Group 07.....	\$ 40.55	31.35
Group 08.....	\$ 40.83	31.35
Group 09.....	\$ 38.70	31.35
Group 10.....	\$ 39.70	31.35
Group 11.....	\$ 39.70	31.35
Group 12.....	\$ 40.70	31.35

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Cranes, Draglines, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, Screws on Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines, or Backfiller, Cherrypickers, overhead Cranes, Roller, Steam or Gas, Concrete Pavers, Excavator Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, 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, gob-hoppers, 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 signs 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 electric motors the bolting and unbolting the adjusting and shiming, (dewateringjobs, whirley crane, conveyor belts) etc., batch plants (all sizes), roto mills, conveyors systems of any size and any configuration, hydroseeders and straw-blowers all sizes, operation, repair, service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, grout machines regardless of size, Nail Launchers when mounted on a machine or self-propelled, con-cover machines, Goldhofer and similar S.P.M.T. (self-propelled modular transporters) heavy transport units and all Operators (except those listed below).

GROUP 2: Assistant Operators

GROUP 3: Air Compressors (one), Water Pumps, regardless of size (one), Water-blasters (one), Welding Machine (one), Mixers (one bag), Conveyor (one), Siphon or Jet (one), Light Plant (one), Heater (one), Immobile Track Air (one), and Self-Propelled Walk Behind Rollers.

GROUP 4: Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant oiler and Creter Crane Oiler (when required), barge tenders, oilers on drill rigs used for caisson or for pile driving.

GROUP 5: Oilers

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

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

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

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

GROUP 10: Celiified 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

IRON0046-006 05/01/2017

GREENE (NORTHERN HALF), MACOUPIN (NORTH OF SUMMERVILLE), AND MONTGOMERY (NORTH OF LITCHFIELD & HILLSBORO) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.52	25.45

IRON0392-003 08/01/2018

BOND, CALHOUN, CLINTON, GREENE (SOUTHERN HALF), JERSEY, MACOUPIN (SUMMERVILLE & SOUTH THEREOF), MADISON, MONROE, MONTGOMERY (LITCHFIELD, HILLSBORO, & SOUTH THEREOF), ST. CLAIR, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.50	27.38

IRON0396-006 01/02/2012

BRIDGES, LOCKS, and DAMS ON THE MISSISSIPPI RIVER

	Rates	Fringes
IRONWORKER.....	\$ 31.98	19.11

LABO0044-001 08/01/2017

MADISON COUNTY (Southwest)

	Rates	Fringes
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

LABO0044-002 08/01/2017

MADISON COUNTY (GLEN CARBON)

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 25.76	27.48
GROUP 2.....	\$ 26.26	27.48

GROUP 3.....\$ 27.26 27.48

LABORERS CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Brick Mason and Plasterer Tenders.

GROUP 3 - Dynamite and Powder Men.

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)

	Rates	Fringes
LABORERS		
Group 1.....	\$ 30.79	22.45
Group 2.....	\$ 31.29	22.45
Group 3.....	\$ 32.29	22.45

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

LABO0196-001 08/01/2017

MONROE COUNTY

	Rates	Fringes
LABORERS		
Group 1.....	\$ 27.66	25.58
Group 2.....	\$ 28.16	25.58

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

LABO0218-001 08/01/2017

BOND (Greeneville), CALHOUN (Hardin), GREENE (Roadhouse),
JERSEY (Jerseyville), and MADISON (Alton) COUNTIES

	Rates	Fringes
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LABORERS		
Group 1.....	\$ 30.59	22.65
Group 2.....	\$ 31.09	22.65
Group 3.....	\$ 32.09	22.65

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

GROUP 3 - Dynamite Man

LABO0218-004 08/01/2017

JERSEY COUNTY (Jerseyville)

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 30.59	22.65
GROUP 2.....	\$ 31.09	22.65
GROUP 3.....	\$ 32.09	22.65

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Brick Mason and Plasterer Tenders.

GROUP 3 - Dynamite and Powder Men.

LABO0218-005 08/01/2017

GREENE COUNTY (Roadhouse)

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 30.59	22.65
GROUP 2.....	\$ 31.09	22.65
GROUP 3.....	\$ 32.09	22.65

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Brick Mason and Plasterer Tenders.

GROUP 3 - Dynamite and Powder Men.

LABO0218-006 08/01/2017

CALHOUN COUNTY (Hardin)

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 30.59	22.65
GROUP 2.....	\$ 31.09	22.65
GROUP 3.....	\$ 32.09	22.65

LABORERS CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Brick Mason and Plasterer Tenders.

GROUP 3 - Dynamite and Powder Men.

LABO0338-002 08/01/2017

MADISON COUNTY (Wood River)

	Rates	Fringes
LABORERS		
Group 1.....	\$ 30.13	23.11
Group 2.....	\$ 30.63	23.11
Group 3.....	\$ 31.63	23.11

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

GROUP 3 - Dynamite Man

LABO0397-001 08/01/2017

MADISON COUNTY (Southeast)

	Rates	Fringes
LABORERS		
Group 1.....	\$ 30.79	22.45
Group 2.....	\$ 31.29	22.45
Group 3.....	\$ 32.29	22.45

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

GROUP 3 - Dynamite Man

LABO0397-002 08/01/2017

MADISON COUNTY (GRANITE CITY and Vicinity)

	Rates	Fringes
LABORERS		
Group 1.....	\$ 30.79	22.45
Group 2.....	\$ 31.29	22.45
Group 3.....	\$ 32.29	22.45

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

GROUP 3 - Dynamite Man

LABO0397-003 08/01/2017

MADISON COUNTY (Edwardsville, Marine, and Livingston)

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 30.79	22.45
GROUP 2.....	\$ 31.29	22.45
GROUP 3.....	\$ 32.29	22.45

LABOREER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 3 - Brick Mason and Plasterer Tenders.

GROUP 4 - Dynamite and Powder Men.

LABO0459-001 08/01/2017

ST. CLAIR COUNTY (South)

	Rates	Fringes
LABORERS		
Group 1.....	\$ 28.63	24.61
Group 2.....	\$ 29.13	24.61
Group 3.....	\$ 30.13	24.61

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

GROUP 3 - Dynamite Man

LABO0459-004 08/01/2017

ST. CLAIR COUNTY (Belleville)

	Rates	Fringes
Hod Carrier.....	\$ 29.13	24.61

LABO0581-002 08/01/2017

CLINTON COUNTY (Carlyle)

	Rates	Fringes
LABORERS		
Group 1.....	\$ 26.46	26.78
Group 2.....	\$ 26.96	26.78

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

LABO0622-002 08/01/2017

BOND COUNTY (Greenville)

	Rates	Fringes
LABORERS		
Group 1.....	\$ 26.50	26.74
Group 2.....	\$ 27.00	26.74
Group 3.....	\$ 28.00	26.74

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

GROUP 3 - Dynamite Man

LABO0622-003 08/01/2017

BOND COUNTY (Except the Northside)

	Rates	Fringes
LABORERS		
GROUP 1.....	\$ 26.50	26.74
GROUP 2.....	\$ 27.00	26.74
GROUP 3.....	\$ 28.00	26.74

LABORER CLASSIFICATIONS

GROUP 1 - General Laborer

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

GROUP 3 - Dynamite Man

LABO0670-001 08/01/2017

ST CLAIR (O'Fallon, Scott Air Force Base, Shiloh, Lebanon & Vincinity), CLINTON (Trenton & Vicinity), and MADISON (Troy) COUNTIES

	Rates	Fringes
LABORERS		
Group 1.....	\$ 28.05	25.19
Group 2.....	\$ 28.55	25.19
Group 3.....	\$ 29.55	25.19

LABORER CLASSIFICATIONS:

GROUP 1 -General Laborer

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

Group 3 - Dynamite Man

LABO0670-004 08/01/2017

MADISON COUNTY (St. Jacob)

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 28.05	25.19
GROUP 2.....	\$ 28.55	25.19
GROUP 3.....	\$ 29.55	25.19

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Brick Mason and Plasterer Tenders.

GROUP 3 - Dynamite and Powder Men.

LABO0674-001 08/01/2002

MADISON COUNTY (St. Jacob)

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.45	1.60

GROUP 2.....	\$ 29.70	1.60
GROUP 3.....	\$ 29.95	1.60
GROUP 4.....	\$ 29.45	1.60

LABORER CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Work in Septic tanks, cess pools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or sandblasting work; When handling creosoted material; Raking or luting asphalt; Burning or cutting with torch; Working on Bottom of Sewer Trenches on Final Grading, Laying or Caulking of performed sectional Sewer Pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives

GROUP 3 - Brick Mason and Plasterer Tenders.

GROUP 4 - Dynamite and Powder Men.

LABO0742-001 08/01/2017

ST. CLAIR (Mascoutah) and CLINTON (New Baden) COUNTIES

	Rates	Fringes
LABORERS		
Group 1.....	\$ 26.37	26.87
Group 2.....	\$ 26.87	26.87
Group 3.....	\$ 27.87	26.87

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

GROUP 3 - Dynamite Man

LABO0968-001 08/01/1997

CALHOUN COUNTY (Hardin)

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 25.80	.60
GROUP 2.....	\$ 26.05	.60
GROUP 3.....	\$ 26.30	.60
GROUP 4.....	\$ 27.325	.60

LABORERS CLASSIFICATIONS

GROUP 1 - General Laborers.

GROUP 2 - Work in Septic tanks, cess pools, or dry wells (old or new); All feeders, mixers and nozzle men on gunnite or sandblasting work; When handling creosoted material; Ranking or luting asphalt; Burning or cutting with torch; Working on Bottom of Sewer Trenches on Final Grading, Laying or Caulking or performed sectional Sewer Pipe; High time (20 feet or over) where exposed to an open fall; Operator of motor buggies; Any work performed in or on all types of cased wells; Cooking, mixing and applying of mastic such as sulfa-seal and/or other coal derivatives

GROUP 3 - Brick Mason and Plasterer Tenders.

GROUP 4 - Dynamite and Powder Men.

LABO1084-001 08/01/2017

BOND (Sorento) and MONTGOMERY COUNTIES

	Rates	Fringes
LABORERS		
Group 1.....	\$ 25.74	27.50
Group 2.....	\$ 26.24	27.50
Group 3.....	\$ 27.24	27.50

LABORER CLASSIFICATIONS:

GROUP 1 - General Laborer

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

GROUP 3 - Dynamite Man

PAIN0058-002 05/01/2017

	Rates	Fringes
PAINTER (Bridge).....	\$ 32.45	17.12

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

PLAS0090-001 08/01/2018

BOND, CALHOUN, CLINTON (WESTERN HALF EAST TO BUT NOT INCLUDE CARYLE), GREENE, JERSEY, MACOUPIN, MADISON, MONROE, MONTGOMERY, and ST. CLAIR COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 34.50	24.75

PLAS0090-005 08/01/2018

Clinton County

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 34.50	24.75

PLAS0143-007 04/01/2016

WASHINGTON COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.43	20.87

TEAM0050-006 05/01/2017

BOND. CLINTON, MONROE, ST CLAIR, WASHINGTON COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 36.26	18.51
Group 2.....	\$ 36.77	18.51
Group 3.....	\$ 37.05	18.51
Group 4.....	\$ 37.36	18.51
Group 5.....	\$ 38.35	18.51

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.

TEAM0525-004 05/01/2017

CALHOUN, GREENE (South of a direct line that extends East from Pike County through Hillview/Whitehall to Macoupin County), JERSEY, MACOUPIN, MADISON, MONTGOMERY COUNTIES

	Rates	Fringes
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TRUCK DRIVER

Group 1.....	\$ 36.26	18.51
Group 2.....	\$ 36.77	18.51
Group 3.....	\$ 37.05	18.51
Group 4.....	\$ 37.36	18.51
Group 5.....	\$ 38.35	18.51

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.

TEAM0916-004 05/01/2017

GREENE (North of a direct line that extends East from Pike County through Hillview/Whitehall to Macoupin County) COUNTY

	Rates	Fringes
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TRUCK DRIVER

Group 1.....	\$ 36.26	18.51
Group 2.....	\$ 36.77	18.51
Group 3.....	\$ 37.05	18.51
Group 4.....	\$ 37.36	18.51
Group 5.....	\$ 38.35	18.51

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.

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

SECTION 9

PLA REQUIREMENTS

INSTRUCTION TO BIDDERS

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: **Replace Parking Deck and Patio Waterproof Coating 114 S. Church St; Belleville, 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.

**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:

Replace Parking Deck and Patio Waterproof Coating 114 S. Church St; Belleville, 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:

Step1. (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 in 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 ex parte. 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 or Subcontractor)

By: _____

Title: _____

**THE FOLLOWING DOCUMENTS
ARE TO BE RETURNED WITH CONTRACTORS BID**

SECTION 10

NON-COLLUSIVE AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF ILLINOIS)

ss

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

SEAL

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

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

OMB Approval No. 2577-0157 (Exp. 03/31/2020)

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)

SECTION 12

Disclosure of Lobbying Activities HUD SF-LLL

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. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity 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. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. 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 30 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.

SECTION 13

BID FORM

BID FOR

REPLACE PARKING DECK AND PATIO WATERPROOF COATING
AMP 4; IL30-61 / BELLEVILLE (BEL PLAZA 1)
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 Replace Parking Deck and Patio Waterproof Coating, Amp 4; IL30-61 / Belleville, 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 Base Bid work as indicated on the Drawings and related Specifications.

LUMP SUM BASE BID: _____ **DOLLARS (\$** _____ **)**

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

1. Unit Price A: State the amount per Square Foot for all work required to complete overhead concrete repairs in accordance with the drawings and related specifications.

UNIT PRICE A BID _____ **DOLLARS (\$** _____ **) /SF**

2. Unit Price B: State the amount per Linear Foot for all work required to complete overhead concrete joint or crack routing and filling in accordance with the drawings and related specifications.

UNIT PRICE B BID _____ **DOLLARS (\$** _____ **) /LF**

Section 3 Business Concern:

1. The bidder represents and certifies that it [] is, [] is not a Section 3 Business Concern seeking preference in contracting.
 - a. Businesses seeking Section 3 status and preference in contracting will be required to complete and submit a Section 3 Business Certification Form and supporting documentation prior to award.

_____ *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

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

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

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

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

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

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

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

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

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

NAME OF CONTRACTOR: _____

SIGNATURE: _____

DATE: _____

THIS FORM MUST BE SUBMITTED WITH ALL BIDS

SECTION 15

STATEMENT OF BIDDERS HUD 5369A

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

- (Check the block applicable to you)
- [] Black Americans
 - [] Asian Pacific Americans
 - [] Hispanic Americans
 - [] Asian Indian Americans
 - [] Native Americans
 - [] Hasidic Jewish Americans

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

(b) A fully executed "Previous Participation Certificate"

[] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

SECTION 16

SPECIAL CONTRACT REQUIREMENTS

**ST. CLAIR COUNTY HOUSING AUTHORITY
SPECIAL CONTRACT REQUIREMENTS**

A. Sub-contracting with small businesses, small disadvantaged businesses and women owned small businesses and labor surplus area firms.

The prime contractor shall make good faith efforts to ensure that whenever possible, subcontracts are awarded to small businesses, small disadvantaged businesses and women owned small business firms. Good faith efforts include, but are not limited to:

1. Establish goals for small businesses, small disadvantaged businesses, and women owned small businesses.
2. Place qualified small businesses, small disadvantaged businesses, and women owned small businesses on solicitation lists.
3. Ensure small businesses, small disadvantaged businesses, and women owned small businesses are solicited whenever there are potential contract opportunities.
4. Divide total requirements when economically feasible, into smaller requirements to permit maximum participation by small businesses, small disadvantaged businesses, and Women owned small businesses.
5. Use the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency and the U.S. Department of Commerce, and state and local government agencies to identify small business, small disadvantaged businesses, and women owned small businesses to participate in the St. Clair County Housing Authority's contracts and procurement.

Prime contractors responding to this solicitation are required to submit a proposed subcontracting plan and to submit subcontracting performance reports to the Authority on a periodic basis after the award of contract.

Person, Firm or Corporation

Authorized Signature

Title

Date

SECTION 17

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 = 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.
\$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 employments or training.

The contractor will include the Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal Financial assistance, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations. Compliance with the provisions of section 3, the regulations set forth in 24 CFR part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR part 135.

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

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

**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 3 as set forth in 24CFR 135.1 et al 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.

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

Hiring Commitments

1. JOB TITLE	2. Total employees needed to complete the work	Currently Filled (total employees currently working)			6. Total new hires needed	7. LISCCHAR or LISCCAR Indicate how many Section 3 employees you will hire for this job title
		3. Total of all employees at this job title	4. LISCCHAR working at this job title	5. LISCCAR working at this job title		
1.						
2.						
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**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): _____

**St. Clair County Housing Authority
Modernization Department Contracts
Section 3 UTILIZATION PLAN
(To be completed by Prime Contractor)**

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)**

D. 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): _____

E. 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): _____

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.

**St. Clair County Housing Authority
Modernization Department Contracts**

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

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.

**St. Clair County Housing Authority
Modernization Department Contracts**
Section 3 UTILIZATION PLAN
(To be completed by Prime Contractor)

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 off this form prior to bid award of a contract from the SCCHA.

Name of Prime Contractor (print or type)

Name of Authorized officer

Name of Notary Date: _____

State of _____ County of _____ on

This _____ Day of _____, 20 _____

BEFORE ME APPEARED (NAME) _____

TO ME PERSONNALLY 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.

SECTION 18
SPECIFICATIONS

PROJECT MANUAL
TOC - TABLE OF CONTENTS

Hurst-Rosche, Inc.
No. 5 Bank Square
East St. Louis, Illinois 62203

PROJECT MANUAL FOR
REPLACE PARKING DECK AND PATIO WATERPROOF COATING
AMP 4; IL30-61/BELLEVILLE (BEL PLAZA 1)
ST. CLAIR COUNTY HOUSING AUTHORITY
ST. CLAIR COUNTY, ILLINOIS
HR# 280-3587

Date: March 18, 2019

<u>DIVISION</u>	<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1	<u>GENERAL REQUIREMENTS</u>		
	01 10 00	Summary	01 10 00-2
	01 20 00	Price and Payment Procedures	01 20 00-5
	01 30 00	Administrative Requirements	01 30 00-5
	01 33 00	Submittal Procedures	01 33 00-6
	01 40 00	Quality Requirements	01 40 00-3
	01 50 00	Temporary Facilities and Controls	01 50 00-4
	01 60 00	Product Requirements	01 60 00-3
	01 70 00	Execution Requirements	01 70 00-5
2	<u>SITE WORK</u>		
	02 76 30	Painted Pavement Markings	02 76 30-5
3	<u>CONCRETE</u>		
	03 93 00	Concrete Rehabilitation	03 93 00-3
5	<u>METALS</u>		
	05 51 00	Metal Stairs	05 51 00-7
7	<u>THERMAL AND MOISTURE PROTECTION</u>		
	07 18 00	Traffic Coatings	07 18 00-7
	07 90 00	Joint Sealers	07 90 00-5
9	<u>FINISHES</u>		
	09 90 00	Paints and Coatings	09 90 00-5

END OF SECTION

SPECIFIER: James W. Roth, P.E. (618)398-0890

SECTION 01 10 00

SUMMARY

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 required to complete Replace Parking Deck and Patio Waterproof Coating as indicated on the Drawings and related Specifications.

1.3 PHA SUPPLIED PRODUCTS

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

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

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

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

1.5 OTHER FACILITIES AND SERVICES

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

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

C. PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

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

D. MATERIAL OR EQUIPMENT NOT INCORPORATED IN THE WORK

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

E. SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

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

F. PREPARATION OF APPLICATION FOR FINAL PAYMENT

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

G. SUBMITTAL PROCEDURE

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

1.4 UNIT PRICES

A. REQUIREMENTS INCLUDE

1. Unit price means a fixed price, including all overhead, profit and all other costs of whatever nature and character for a specified unit of work. **(Unit prices may be used to add or deduct work from the base bid.)** The PHA may reject or negotiate any unit prices, which it considers excessive or unreasonable.

B. RELATED REQUIREMENTS

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

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Field engineering.
- C. Preconstruction meeting.
- D. Progress meetings.
- E. Pre-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.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing parties in Contract, and Architect/Engineer.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling.
 - 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.
 4. Visual qualities of sight exposed elements.
 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

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

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

1.2 SUBMITTAL PROCEDURES

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

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

1.3 CONSTRUCTION PROGRESS SCHEDULES

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

1.4 PROPOSED PRODUCTS LIST

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

1.5 PRODUCT DATA

- A. Product Data: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Submit 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: Replace Parking and Patio Waterproof Coating
AMP 4; IL30-61/Belleville (Bel Plaza 1)
St. Clair Co. Housing Authority
St. Clair County, Illinois

DATE: _____

A/E PROJECT NO: 280-3587

CONTRACTOR: _____

PRESENTED BY: _____
(Subcontractor/Supplier) Company Name

Address

Phone/Fax

Contact Person

ITEM: _____

SPEC SECTION: _____

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

Contractor's Signature

Date

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

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

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

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

1.3 TOLERANCES

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

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

1.4 REFERENCES

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

1.5 TESTING AND INSPECTION SERVICES

- A. 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

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

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

1.2 PRODUCTS

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

1.3 PRODUCT DELIVERY REQUIREMENTS

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

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

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

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

1.5 PRODUCT OPTIONS

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

1.6 PRODUCT SUBSTITUTION PROCEDURES

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

E. Substitution Submittal Procedure:

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

PART 2 PRODUCTS

2.1 EQUIPMENT ELECTRICAL CHARACTERISTICS AND COMPONENTS

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

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 70 00

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

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

1.2 CLOSEOUT PROCEDURES

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

1.3 FINAL CLEANING

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

1.4 PROTECTING INSTALLED CONSTRUCTION

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

1.5 PROJECT RECORD DOCUMENTS

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

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

1.6 OPERATION AND MAINTENANCE DATA

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

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

1.7 MANUAL FOR MATERIALS AND FINISHES

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

1.8 SPARE PARTS AND MAINTENANCE PRODUCTS

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

1.9 PRODUCT WARRANTIES AND PRODUCT BONDS

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

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

1.10 MAINTENANCE SERVICE

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

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 02 76 30

PAINTED PAVEMENT MARKINGS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Traffic markings, and painted parking lot lines.

1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO M247 - Standard Specification for Glass Beads Used in Traffic Paint.
- B. ASTM International:
 - 1. ASTM D34 - Standard Guide for Chemical Analysis of White Pigments.
 - 2. ASTM D126 - Standard Test Methods for Analysis of Yellow, Orange, and Green Pigments Containing Lead Chromate and Chromium Oxide Green.
 - 3. ASTM D562 - Standard Test Method for Consistency of Paints Using the Stormer Viscometer.
 - 4. ASTM D711 - Standard Test Method for No-Pick-Up Time of Traffic Paint.
 - 5. ASTM D713 - Standard Practice for Conducting Road Service Tests on Fluid Traffic Marking Materials.
 - 6. ASTM D969 - Standard Test Method for Laboratory Determination of Degree of Bleeding of Traffic Paint.
 - 7. ASTM D1301 - Standard Test Methods for Chemical Analysis of White Lead Pigments.
 - 8. ASTM D1394 - Standard Test Methods for Chemical Analysis of White Titanium Pigments.
 - 9. ASTM D2371 - Standard Test Method for Pigment Content of Solvent-Reducible Paints.
 - 10. ASTM D2621 - Standard Test Method for Infrared Identification of Vehicle Solids From Solvent-Reducible Paints.
 - 11. ASTM D2743 - Standard Practices for Uniformity of Traffic Paint Vehicle Solids by Spectroscopy and Gas Chromatography.

1.3 PERFORMANCE REQUIREMENTS

- A. Paint Adhesion: Adhere to road surface forming smooth continuous film one minute after application.
- B. Paint Drying: Tack free by touch so as not to require coning or other traffic control devices to prevent transfer by vehicle tires within two minutes after application.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit paint formulation for each type of paint.
- C. Test Reports: Submit source and acceptance test results in accordance with AASHTO M247.
- D. Manufacturer's Installation Instructions: Submit instructions for application temperatures, eradication requirements, application rate, line thickness, and any other data on proper installation.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with Illinois Department of Transportation (IDOT): Standard Specifications for Road and Bridge Construction in Illinois, including all addenda.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.
- B. Applicator: Company specializing in performing work of this section with minimum 5 years documented experience.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Invert containers several days prior to use when paint has been stored more than 2 months. Minimize exposure to air when transferring paint. Seal drums and tanks when not in use.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. Section 01 60 00 - Product Requirements: Environmental conditions affecting products on site.
- B. Do not apply materials when surface and ambient temperatures are outside temperature ranges required by paint product manufacturer.
- C. Do not apply exterior coatings during rain or snow when relative humidity is outside humidity ranges, or moisture content of surfaces exceed those required by paint product manufacturer.

- D. Do not apply paint when temperatures are expected to fall below 50 degrees F for 24 hours after application.
- E. Volatile Organic Content (VOC). Do not exceed State or Environmental Protection Agency maximum VOC on traffic paint.

1.9 WARRANTY

- A. Section 01 70 00 - Execution Requirements: Requirements for warranties.
- B. Furnish three-year manufacturer's warranty for traffic paints.

1.10 MAINTENANCE SERVICE

- A. Section 01 70 00 - Execution Requirements: Requirements for maintenance service.
- B. Furnish service and maintenance of traffic paints for three years from Date of Substantial Completion.

PART 2 PRODUCTS

2.1 PAINTED PAVEMENT MARKINGS

- A. Furnish materials in accordance with IDOT Standard Specifications.

2.2 MATERIALS

- A. Material List
 - 1. Pavement Marking Paint: In accordance with IDOT Standard Specifications Article 1095.02. Line width and color shall be as indicated on drawings.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.

3.2 PREPARATION

- A. Maintenance and Protection of Traffic:
 - 1. Prevent interference with marking operations and to prevent traffic on newly applied markings before markings dry.
- B. Surface Preparation.
 - 1. Clean and dry paved surface prior to painting.

2. Blow or sweep surface free of dirt, debris, oil, grease or gasoline.

3.3 APPLICATION

- A. Agitate paint for 1-15 minutes prior to application to ensure even distribution of paint pigment.
- B. Apply paint to dry-film thickness of 16 mils.
- C. Apply markings to indicated dimensions at indicated locations.
- D. Prevent splattering and over spray when applying markings.
- E. Unless material is track free at end of paint application convoy, use traffic cones to protect markings from traffic until track free. When vehicle crosses a marking and tracks it or when splattering or over spray occurs, eradicate affected marking and resultant tracking and apply new markings.
- F. Collect and legally dispose of residues from painting operations.

3.4 APPLICATION TOLERANCES

- A. Section 01400 - Quality Requirements: Tolerances.
- B. Maximum Variation from Film Thickness: 1 mil.
- C. Maximum Variation from Wet Paint Line Width: Plus or minus 1/8 inch.
- D. Maximum Variation from Specified Application Temperature: Plus or minus 5 degrees F

3.5 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements, 01 70 00 - Execution Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Inspect for incorrect location, insufficient thickness, line width, coverage, retention, uncured or discolored material, and insufficient bonding.
- C. Repair lines and markings, which after application and curing do not meet following criteria:
 1. Incorrect Location: Remove and replace incorrectly placed patterns.
 2. Insufficient Thickness, Line Width, Paint Coverage, or Retention: Prepare defective material by acceptably grinding or blast cleaning to remove substantial amount of beads and to roughen marking surface. Remove loose particles and debris. Apply new markings on cleaned surface in accordance with this Section.
 3. Uncured or Discolored Material, Insufficient Bonding: Remove defective markings in accordance with this Section and clean pavement surface one foot beyond affected area. Apply new markings on cleaned surface in accordance with this Section.

- D. Replace pavement marking material under warranty using original or better type material. Continue warranty to end of original one year period even when replacement materials have been installed as specified.
- E. When eradication of existing paint lines is necessary, eradicate by shot blast or water blast method. Do not gouge or groove pavement more than 1/16 inch during removal. Limit area of removal to area of marking plus 1 inch on all sides. Prevent damage to transverse and longitudinal joint sealers, and repair any damage.

3.6 PROTECTION OF FINISHED WORK

- A. Section 01 70 00 - Execution Requirements: Requirements for protecting finished Work.
- B. Protect painted pavement markings from vehicular and pedestrian traffic until paint is dry and track free. Follow manufacturer's recommendations or use minimum of 30 minutes. Consider barrier cones as satisfactory protection for materials requiring more than 2 minutes dry time.

END OF SECTION

SECTION 03 93 00

CONCRETE REHABILITATION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Polymer modified, Portland cement mortar applied to horizontal, vertical, and overhead concrete substrate as indicated in drawings and specified herein.
 - 2. Restoration of concrete surfaces as indicated in drawings and specified herein.
- B. Related Sections:
 - 1. Section 07180 – Traffic Coatings

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM A82 - Cold Drawn Steel Wire for Concrete Reinforcement.
 - 2. ASTM C33 - Specifications for Concrete Aggregates.
 - 3. ASTM C150 - Portland Cement.
 - 4. ASTM C404 - Aggregates for Masonry Grouts.
 - 5. ASTM C882 - Bond Strength of Epoxy Resin Systems Used with Concrete.
 - 6. ASTM D638 - Test Method for Tensile Properties of Plastics.
 - 7. ASTM D695 - Compressive Properties of Rigid Plastics.
 - 8. ASTM D790 - Flexural Properties of Plastics and Electrical Insulating Materials.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
- B. Product Data: Submit product standards, physical and chemical characteristics, technical specifications, limitations, maintenance instructions, and general recommendations regarding each material.
- C. Manufacturer's Instructions: Submit mixing instructions.
- 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 concrete repair with minimum three years documented experience and approved by manufacturer.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.
- B. Comply with instructions for storage, shelf life limitations, and handling.

PART 2 PRODUCTS

2.1 CEMENTITIOUS MORTAR MATERIALS

- A. Manufacturers:
 - 1. The Euclid Chemical Company
 - 2. L & M Construction Chemicals Inc
 - 3. Sika Corporation
 - 4. Chemrex Inc
 - 5. Substitutions: Section 01600 - Product Requirements.
- B. Horizontal Repair: Cementitious Mortar: Packaged polymer-modified portland cement repair mortar with the following properties:
 - 1. Compressive Strength: ASTM C109/C109M; minimum 2,000 psi after one day and 5,000 psi after 28 days.
 - 2. Bond Strength: ASTM C882; minimum 2,000 psi after 28 days.
 - 3. Flexural Strength; ASTM C293; minimum 1,000 psi after 28 days.
- C. Vertical and Overhead Repair: Pneumatically placed cementitious, silica fume, fiber-reinforced, high strength shrinkage-compensated portland cement mortar.
 - 1. Compressive Strength: ASTM C109/C109M; minimum 4,500 psi after one day and 10,000 psi after 28 days.
 - 2. Splitting Tensile Strength: ASTM C496; minimum 735 psi after 28 days.
 - 3. Flexural Strength; ASTM C293; minimum 1,100 psi after 28 days.

2.2 MIXING CEMENTITIOUS MORTAR

- A. Mix cementitious mortar to consistency required for purpose intended following manufacturer's written instructions.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
- B. Verify surfaces are ready to receive work.
- C. Beginning of installation means acceptance of the existing surfaces.

3.2 PREPARATION

- A. Follow the manufacturers written instructions for the preparation of surfaces to be repaired.
- B. Clean concrete surfaces of dirt, laitance, corrosion, or other contamination; wire brush using water; rinse surface and allow to dry.
- C. Flush out cracks and voids with water to remove laitance and dirt.
- D. Remove broken and soft concrete. Sandblast clean any exposed reinforcement steel surfaces and apply an anti-corrosive chemical coating as recommended by the manufacturer.

3.3 REPAIR WORK

- A. Repair exposed structural, shrinkage, and settlement cracks of concrete as indicated on Drawings by epoxy application or bonding agent and cementitious paste method.
- B. Repair spalling and soft concrete surfaces. Fill voids flush with surface and apply surface finish to match adjacent materials.

3.4 APPLICATION - CEMENTITIOUS MORTAR

- A. Apply coating of bonding agent to concrete surfaces. As recommended by the manufacturer. Provide full surface coverage.
- B. Apply cementitious mortar to repair areas. Tamp into place filling voids at spalled areas. Work mix into honeycomb.
- C. Provide curing of mortar in accord with ACI recommendations and manufacturer's written instructions.
- D. Adhere to all procedures, limitations and cautions for the repair/overlay mortar in the manufacturer's current printed technical data sheets and literature.

END OF SECTION

SECTION 05 51 00

METAL STAIRS

PART 1 GENERAL

1.1 SUMMARY

- A. Selection Includes: This Section specifies prefabricated metal stairs and railings.

1.2 REFERENCES

- A. American Society for Testing and Materials International (ASTM):
1. ASTM A36 Standard Specification for Carbon Structural Steel.
 2. ASTM A53 Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
 3. ASTM A500 Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
 4. ASTM A513 Standard Specification for Electric-Resistance-Welded Carbon and Alloy Steel Mechanical Tubing.
 5. ASTM A786 Standard Specification for Hot-Rolled Carbon, Low-Alloy, High-Strength Low-Alloy and Alloy Steel Floor Plates.
 6. ASTM A1008 Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened and Bake harden able.
 7. ASTM A1011 Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low Alloy with Improved Formability, and Ultra-High Strength.
- B. American Welding Society (AWS):
1. AWS D1.1 Structural Welding Code – Steel.
 2. AWS D1.3 Structural Welding Code – Sheet Steel.
- C. American National Standards Institute (ANSI):
1. ANSI A117.1 Accessible and Useable Buildings and Facilities Standards.
- D. The Society for Protective Coatings (SSPC):
1. SSPC SP3 Power Tool Cleaning.
 2. SSPC-SP2 Hand Tool Cleaning.
- E. National Association of Architectural Metal Manufacturers (NAAMM):
1. SSPC-SP3 Power Tool Cleaning.
 2. SSPC-SP2 Hand Tool Cleaning.
- F. National Ornamental and Miscellaneous Metals Association:
1. Weld Finish Type(s).

- G. American Institute of Steel Construction (AISC):
 - 1. AISC Manual of Practice.
- H. ICC International Building Code:
 - 1. Chapter 10: Means of Egress.

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate work of this section with work of other trades for proper time and sequence to avoid construction delays.

1.4 ACTION SUBMITTALS

- A. General: Submit listed submittals in accordance with Contract Conditions. B. Product data: Submit specified products as follows:
 - 1. Manufacturer's product data.
 - 2. Manufacturer's installation instructions.
- B. Shop Drawings: Indicate information on shop drawings as follows:
 - 1. Stair plans, elevations, details, methods of installation and anchoring.
 - a. Show members, sizes and thickness, anchorage locations and accessory items.
 - b. Furnish setting diagrams for anchorage installation as required.
 - c. Include calculations stamped by a structural engineer registered in the jurisdiction where the project the project is located.
 - d. Samples: Submit as follows:
 - 1) Two samples of factory tread system 3 inches wide.

1.2 INFORMATION SUBMITTALS

- A. Manufacturer's Storage and Installation Instructions.
- B. Submit documentation verifying that components and materials specified in this section are from a single source manufacture approved by this specification.
- C. Qualification Statements:
 - 1. Submit Certificate that manufacturer is a Certified Fabricator with the American Institute of Steel Construction (AISC).

1.3 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Manufacturer:
 - a. American Institute of Steel Construction (AISC) Certified Fabricator, having a minimum of 10 years' experience manufacturing components similar to or exceeding requirements specified in scope of project.
 - b. Having sufficient capacity to produce and deliver required materials without causing delay in work.
 - c. Installer: Acceptable and approved by Stair Manufacturer.

1.4 DELIVERY, STORAGE & HANDLING

- A. Delivery and Acceptance Requirements:
 - 1. Deliver material in accordance projects schedule and in accordance with manufacturer's instructions.
 - 2. Deliver materials in full truckload quantities in manufacturer's pre-bundled and banded lots with identification labels intact and in sizes to suit project hoisting equipment.
- B. Storage and Handling Requirements:
 - 1. Store materials on skids or appropriate planks so material is not in direct contact with the ground and at least 4" above grade. Ensure rain or snow runoff freely flows under material making no contact with product(s).
 - 2. Protect material from adverse conditions. If not stored under roof, tarp accordingly to keep material dry. Inspect material regularly to ensure water is not pooling in stair tread or landing pans, frames, railing, hardware or packaging, etc.
- C. Packaging Waste Management:
 - 1. Separate waste materials for refuse and recycling.
 - 2. Remove packaging materials from site and dispose of at appropriate facilities.
 - 3. Collect and separate for disposal paper, plastic, polystyrene, cardboard packing material in appropriate onsite bins for recycling.
 - 4. Fold metal and plastic banding; flatten and place in designated area for recycling.

PART 2 PRODUCTS

2.1 METAL STAIRS

- A. Manufacturer: Pacific Stair Corporation.
 - 1. Basis of Design: Pre-Engineered Steel Stair System as manufactured by the Pacific Stair Corporation * 8690 Stair Way NE * Salem, OR 97305; Telephone: (503) 390-8305; Fax: (503) 390-3864; Email: sales@pacificstair.com ; website: www.pacificstair.com.
 - 2. Single Source Responsibility: Provide components, products and materials specified in this section from a single American Institute of Steel Construction (AISC) certified manufacturer.
 - a. Unitized Flight Assemblies.
 - b. Unitized Landing Frames.
 - c. Manufactures standard rail products as detailed or indicated on drawings.
 - d. Treads as detailed or indicated on drawings.
 - 3. Substitutions: Section 01600 - Product Requirements.
- B. Design Criteria:
 - 1. Structural Performance of Stairs: Stairs shall withstand the following structural loads without exceeding the allowable design working stress of materials, including anchors and connections. Apply each load to produce the maximum stress in each component:

- a. Treads and Platforms of Metal Stairs: Capable of withstanding a uniform load of 100 psf and concentrated load of 300 lbf applied on an area of 4 square inches. Concentrated and uniform loads need not be assumed to act concurrently.
 - b. Stair Framing: Capable of withstanding stresses resulting from loads specified, in addition to stresses resulting from railing system loads.
 - c. Limit Deflection of Treads, Platforms and Framing Members: To L/240.
2. Structural Performance of Handrails and Railings: Handrails and railings shall withstand the following structural loads without exceeding the allowable design working stress of materials, including handrails, railings, anchors and connections.
- a. Top rail of Guardrail: Capable of withstanding a concentrated load of 200 lbf applied in any direction and a uniform load of 50 psf applied in any direction. Concentrated and uniform loads need not be assumed to act concurrently.
- C. Standard Stair and Rail System:
- 1. Manufacturer's standard prefabricated, pre-engineered straight run stair and landing system, consisting of hot rolled steel sheet risers, treads, landings and structural plate, channel or angle frames, stringers or connection devices with fasteners/supports and railings.
 - a. Stringers: Steel plate or channel with side mounted and/or top mounted railing frame attachment as detailed on drawings and/or in accordance with manufactures system recommendations.
 - 1) Minimum thickness or weight as determined by structural design calculations, structural grade steel plate or channel.
 - b. Risers: Closed riser, minimum 14 gage hot rolled mild steel sheet, sloped maximum 1 ½ inches and conforming to Americans with Disabilities Act (ADA) nosing requirements.
 - c. Treads: Manufacturer's standard tread system, 14 gage minimum hot rolled mild steel sheet or as determined by structural design calculations. All welds on the underside of tread assemblies to be exposed for proper inspection during the service life and/or after seismic, fire, flood, or potentially damaging event. Provide treads as indicated and noted on drawings for each stair.
 - 1) Bar Grating and/or Traction Tread perforated tread systems for industrial stairs included in this section.
 - d. Landings: A combination of structural plate, channel and angles for the frame with steel bar grating deck (W-19-4 1 ½" x 3/16") provided recommended and engineered by the stair manufacturer.
 - 1) Flight and landing assemblies fabricated by the stair manufacturer shall be connected by splined "Twist-Off" tension control bolts, grade to be A325 & A490 as engineered and specified by the stair manufacturer.
 - 2) All pre-tensioning methods are to be conformant to the AISC Steel Construction Manual, Chapter 16; Section #3 Bolted Parts. Subsection 3.2.1 "pre-tensioned joints and related sections noted thereafter".

2. Additional Fastener and Supports: Sized by the manufacturer to meet structural design criteria. If hanger rod connections are applicable to any of the landing connections, they shall be threaded rod type, size and grade as determined by stair manufacturer's structural design calculations.
3. Railings: Design style as shown on drawings for each stair, selected from manufacturer's standard pre-fabricated, pre-engineered rail styles.
 - a. Multi-Strand Horizontal Rail: 1.5" x 1.5" x 11 gage HSS Top Line(s) and Posts with 1.25" I.D. pipe Mid Line and Hand Grab with 0.187" x 1.25" flat bar bracket. Weld Preparation to equal National Ornamental & Misc. Association (NOMMA) #3 or better.
4. Stringer Rail Mounting:
 - a. Structural Plate Stringer: Railings to be Side Mounted. Rail Frame: In-Line or Side assembly, see drawings.
 - b. Structural Channel: Railing to be Top Mounted to channel flange or Side Mounted with railing post knife-blade steel plate connection extender to be received inside the channel flanges below the top flange. Rail Frame: In-Line or Side Assembly.
5. Materials:
 - a. Steel Shapes and Plates: To ASTM A36.
 - b. Steel Pipe: To ASTM A53 Type E or S, Grade B.
 - c. Steel Tubing:
 - 1) Structural Use: To ASTM A500, Grade B or C.
 - 2) Non-Structural Use: To ASTM A513, hot rolled or coiled rolled (mill option).
 - d. Steel Sheet:
 - 1) Structural Use: To ASTM A1011 (hot rolled), Checker Plate ASTM A786. d.2) Non-Structural Use: To ASTM A786, ASTM A1008.
 - e. Fasteners: As recommended by manufacturer.
 - f. Welding Rods: In accordance with AWS code and AWS filler metal specifications.
6. Fabrication:
 - a. Use same material finish as parts being joined. Use stainless steel between dissimilar metals and non-corrosive fasteners at exterior connections or joints.
 - b. Provide fasteners of sufficient strength to support connected members and loads, and to develop full strength of parts fastened or connected.
 - c. Construct stair and rails with all components necessary for support and anchorage, and for a complete installation.

7. Finishes:
 - a. All stair components: Remove oil, grease, dirt, mill scale, rust, corrosion products, oxides, paint or other foreign matter from steel surface in accordance with SSPC-SP2 and/or SSPC-SP3.
 - b. Shop Primer: Immediately after fabrication and cleaning, spray apply primer to dry film thickness recommended by the primer manufacturer, but not less than 2.0 mil thickness. Apply one coat High Solids Red Oxide Anticorrosive Primer meeting SSPC-15 Paint.
 - c. Post Delivery: Primer coating offers minimal protection against rust and corrosion during transport and while stored at project site. Proper handling and care before during and after installation shall be taken to maintain effectiveness of primer coating prior to receiving final coats of finish paint.
 - d. Provide surface preparation and field application of painted finish in accordance with spec section 09 90 00.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verification of conditions: The Erector installing the Steel Stair System(s) shall verify that conditions of substrates previously installed under sections or contracts are acceptable for product installation in accordance with manufacturer's instructions prior to metal stair and railing installation.
 1. Inform General Contractor of unacceptable conditions.
 2. Proceed with installation after unacceptable conditions have been remedied.

3.2 PREPARATION

- A. Ensure structure being connected to is stable, and complete enough in the construction phase to commence the installation of the Steel Stair System(s).
- B. Remove all construction debris from work area and properly barricade the stair shaft(s) from general construction traffic while the Steel Stair System is being installed. Do not allow general construction traffic to use the stairs until all flight and landing frames are securely connected, and temporary railing is in place per approved OSHA guidelines or permanent railing is installed.

3.3 INSTALLATION

- A. Coordinate installation of metal stairs and railing with the General Contractor.
- B. Coordinate metal stairs and railings installation with the work of other trades for proper time and sequence to avoid construction delays.
- C. Install stairs, landings and handrails in accordance with manufacturer's instructions. Install square, plumb, straight, and true to line and level, with neatly fitted joints and intersections.

- D. Minimum Tolerances:
 - 1. Maximum variation of vertical alignment = 0.25” per floor, non-accumulative.
 - 2. Maximum differential of true elevation bench mark(s) = > 0.50” per floor, non-accumulative.

- E. Field Fitting:
 - 1. Do not cut or alter stair system assemblies or structural components without written authorization.
 - 2. Field welding and joining shall conform to AWS D1.1 and AWS D1.3.
 - 3. Grind and remove weld splatter. Prepare welds the same as the manufacturer’s for item being fitted, except that continuous rail wraps to be ground smooth. Touch-up shop- primed areas with same primer as used by stair system manufacturer.

3.4 ADJUSTING

- A. Upon completion of stair(s) installation remove all tools, debris and surplus materials from the stair shaft(s).

- B. Remove any debris from stair assemblies which was acquired during transit and storage, leave ready for final finish coat preparation by the painting contractor.

3.5 WASTE MANAGEMENT

- A. Coordinate recycling of waste materials.

- B. Collect recyclable waste and dispose of or recycle field generated construction waste created during demolition, construction or final cleaning.

END OF SECTION

SECTION 07 18 00 - TRAFFIC COATINGS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes traffic coatings for the following applications:
 - 1. Vehicular traffic.
 - 2. Pedestrian traffic.
- B. Work includes all applicable sealants and elastomeric flashings needed to ensure a complete waterproof and weathertight system for deck, ramp and raised curb surfaces at locations indicated.

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM C957 - Standard Test Methods for High-Solids Content, Cold Liquid-Applied Elastomeric Waterproofing Membrane With Integral Wearing Surface.
 - 2. ASTM D412-16 Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers—Tension
 - 3. ASTM D1360 - Standard Test Method for Fire Retardancy of Paints (Cabinet Method).
 - 4. ASTM D2240-15e1 Standard Test Method for Rubber Property—Durometer Hardness
 - 5. ASTM D4060-14 Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser
 - 6. ASTM D4541-17 Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers
 - 7. ASTM D7234-12 Standard Test Method for Pull-Off Adhesion Strength of Coatings on Concrete Using Portable Pull-Off Adhesion Testers
 - 8. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 9. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.
- B. Underwriters Laboratories Inc.:
 - 1. UL - Fire Resistance Directory.

1.3 ACTION SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
- B. Product Data: For each type of product.
 - 1. Include installation instructions and details, material descriptions, dry or wet film thickness requirements, and finish.
- C. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.

- D. Shop Drawings: For traffic coatings.
 - 1. Include details for treating substrate joints and cracks, flashings, deck penetrations, and other termination conditions that are not included in manufacturer's product data.
 - 2. Include plans showing layout of pavement markings, lane separations, and defined parking spaces. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.
- E. Samples for Initial Selection: For each type of exposed finish.
- F. Samples for Verification: For each type of exposed finish, prepared on rigid backing.
 - 1. Provide stepped Samples on backing to illustrate buildup of traffic coatings.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Certificates: For each type of traffic coating.
- C. Field quality-control reports.
- D. Sample Warranty: For manufacturer's warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution Requirements: Closeout procedures.
- B. Operation and Maintenance Data: Submit procedures for stain removal, repairing surface, and cleaning.
- C. Warranty: Submit manufacturer's warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing Work of this section with minimum five (5) years documented experience and approved by manufacturer.

1.7 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. Secure attendance by Contractor/Applicator and authorized representative of the coating manufacturer. Examine drawings and specifications affecting work, verify all conditions, review installation procedures, and coordinate scheduling with interfacing portions of the work.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.
- B. Maintain the products in accord with the manufacturer's recommendations with proper precautions to ensure fitness of material when installed.

1.9 FIELD CONDITIONS

- A. Section 01 60 00 - Product Requirements.
- B. Environmental Limitations: Apply traffic coatings within the range of ambient and substrate temperatures recommended in writing by manufacturer. Do not apply traffic coatings to damp or wet substrates, when temperatures are below 40 deg F, when relative humidity exceeds 85 percent, or when temperatures are less than 5 deg F above dew point.
 - 1. Do not apply traffic coatings in snow, rain, fog, or mist, or when such weather conditions are imminent during the application and curing period. Apply only when frost-free conditions occur throughout the depth of substrate.
- C. Restrict traffic from area where materials are being installed or are curing.

1.10 WARRANTY

- A. Section 01 70 00 - Execution Requirements: Product warranties and product bonds.
- B. Furnish signed copies of the following written warranties against defective materials and workmanship for a period of two years following date of completion. Warrant that installed waterproof coating system shall be free of defects including adhesive failure, cohesive failure, weathering deficiencies and waterproofing failure resulting from substrate cracking up to 1/16 inch.
 - 1. Manufacturer's standard warranty covering materials.
 - 2. Applicator's standard warranty covering workmanship.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations:
 - 1. Obtain primary traffic-coating materials, including primers, from traffic-coating manufacturer. Obtain accessory materials including aggregates, sheet flashings, joint sealants, and substrate repair materials of types and from sources recommended in writing by primary material manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. Material Compatibility: Provide primers; base coat, intermediate coat, and topcoat; and accessory materials that are compatible with one another and with substrate under

conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

2.3 TRAFFIC COATING

- A. Traffic Coating: Manufacturer's standard, traffic-bearing, seamless, high-solids-content, cold liquid-applied, elastomeric, water-resistant membrane system with integral wearing surface for vehicular traffic and pedestrian traffic according to ASTM C 957.
 - 1. Provide a complete liquid applied polyurethane waterproofing coating having the following minimum attributes:
 - a. System designed for concrete decks subject to vehicular and pedestrian traffic incorporating an encapsulated aggregate;
 - b. Complying with ASTM C957-91 and having a Class A fire rating on concrete surfaces;
 - c. Install manufacturer's vehicular traffic deck system on parking and driving areas as indicated by the drawings.
 - d. Install manufacturer's pedestrian traffic deck system on sidewalks and patio areas as indicated by the drawings.
 - e. Color to be selected by Architect from manufacturer's standard color range.
- B. Acceptable products:
 - 1. Vehicular Traffic Coating: Qualideck by APT; Heavy Duty Traffic System.
 - 2. Pedestrian Traffic Coating: Qualideck by APT; Medium Duty Traffic System.
 - 3. Substitutions: Section 01 60 00 - Product Requirements.

2.4 ACCESSORIES

- A. Primer: Liquid primer as recommended in writing for substrate and conditions by traffic-coating manufacturer.
 - 1. Material: Two-component, solvent-free, polyurethane primer.
- B. Joint backing: Closed-cell, polyethylene rod as recommended by coating manufacturer.
- C. Aggregate: 20-30 mesh silica sand; local aggregate approved by coating manufacturer
- D. Sealant:
 - 1. Dymeric 240/240FC
 - 2. Vulkem 227
 - 3. THC 900-901
 - 4. or prior approved equal
- E. Provide other materials, not specifically described, but required for a complete and proper installation, as selected by the Contractor and approved by the coating system manufacturer as compatible, subject to review of the Architect.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
- B. Verify substrate is ready to receive work; surface is clean, dry, and free of substances which could affect bond.
- C. Applicator shall examine the areas and conditions under which work of this Section will be performed.
 - 1. Verify conformance with manufacturer's requirements;
 - 2. Report unsatisfactory conditions in writing to the Architect;
 - 3. Do not proceed until unsatisfactory conditions are corrected.

3.2 PREPARATION

- A. Surface preparation and detailing procedures to be in accord with waterproof coating system manufacturer's instructions and recommendations except where more stringent requirements are indicated.
- B. Pedestrian Traffic Coating: Remove delaminated existing overlay materials and residue.
 - 1. Use mechanical means approved by Architect to provide sound, bondable surface for new coating system;
 - 2. Ensure resulting surface profile conforms with requirements of subsequent topping treatment.
- C. Vehicular Traffic Coating: Scarify and remove existing overlay materials to the existing concrete parking deck by mechanical means.
 - 1. Prepare concrete deck surface by mechanical methods such as vacuum shot blast or sand blasting to produce a clean and lightly textured surface.
 - 2. Ensure resulting surface profile conforms with requirements of subsequent topping treatment.
- D. Remove to sound concrete all spalled, delaminated, deteriorated, or otherwise deficient concrete from structural concrete surfaces to receive polymer-modified cementitious repair mortar; vacuum clean or blow clean with oil-free compressed air to assure all loose particles have been removed.
- E. Repair concrete and correct slope using polymer-modified cementitious repair mortars mixed, installed and cured according to manufacturer's instructions.
 - 1. Finish to profile required for coating system;
 - 2. Do not use liquid curing compounds.
- F. Clean all deck surfaces to receive coating system in accord with manufacturer's instructions; vacuum clean or blow clean with oil-free compressed air all surfaces to receive sealants, detailing materials or coatings immediately prior to installation.

- G. Rout, clean, prepare and detail surface cracks in accord with manufacturer's instructions; install backer rod where required.
- H. Clean metal surfaces to bright metal by wire brushing or mechanical etching;
- I. Prime surfaces in accord with manufacturer's instructions.
- J. Install 1/4" diameter backer rod into corner of all horizontal-to-vertical junctures subject to movement and cover with 1" detail cant of approved sealant; install 1" detail cants at projections, curbs and other horizontal-to-vertical junctures.
- K. Install detail coats, joint, and crack treatments, and liquid flashings in accord with manufacturer's instructions.
- L. Allow detail applications to cure in accord with manufacturer's instructions prior to general application of coating.

3.3 INSTALLATION

- A. Install waterproof coating system in accord with manufacturer's recommendations and instructions as applies to the Work except where more stringent requirements are indicated.
 - 1. Grid deck surfaces to assure proper coverage rates and verify coating wet-film mil thickness with gauges as work progresses.
 - 2. Retain empty product containers during course of work to aid in determining whether completed coating system complies with manufacturers average thickness requirements.
- B. Verify proper dry condition of substrate using method recommended by coating system manufacturer; perform adhesion checks prior to general application of coating system using field adhesion test method recommended by manufacturer.
- C. Mask off adjoining surfaces not to receive coating system.
- D. Wipe clean all detail coats with white rags wetted with Xylene solvent; do not saturate detail coat.
- E. Apply base coat uniformly and allow to cure in accord with manufacturer's instructions.
- F. Feather edge when entire area cannot be completed in one day; clean area 6" wide along edge of coating with Xylene solvent on clean white rags prior to startup on next working day; use interlaminary primer per manufacturer's instructions as needed; overlap existing work by 6" with new work.

G. VEHICULAR SYSTEM:

1. Mix and apply coating system intermediate wear coats in accord with manufacturer's instructions for wear balance specified; immediately broadcast aggregate into wet material at rate recommended by manufacturer; disperse aggregate through a hopper fed, low pressure air blower in a manner to ensure uniform coverage over entire surface and backroll to evenly distribute and totally encapsulate; allow to cure per manufacturer's instructions.
2. Apply coating system finish coat in accord with manufacturer's instructions.

H. PEDESTRIAN SYSTEM:

1. Apply coating system finish coat in accord with manufacturer's instructions.
2. Immediately broadcast aggregate into wet material at rate recommended by manufacturer and backroll to evenly distribute and totally encapsulate.
3. Allow to cure per manufacturer's instructions.

3.4 PROTECTION AND CLEANING

- A. Section 01 70 00 - Execution Requirements: Protecting installed construction.
- B. Promptly remove primer or coating material from adjacent surfaces with MEK, Toluene or Xylene; leave work area in broom clean condition.
- C. VEHICULAR SYSTEM:
 1. Allow completed Work to cure 72 hours before opening to vehicular traffic.
- D. PEDESTRIAN SYSTEM:
 1. Allow completed Work to cure 24 hours before opening to pedestrian traffic.

END OF SECTION

SECTION 07 90 00

JOINT SEALERS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Sealants and joint backing, and accessories.

1.2 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.

1.3 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.

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:

	<u>CODE</u>	<u>MANUFACTURER</u>
1.	BOS	Bostir Findley, Inc., Middleton, MA
2.	DAP	DAP, Inc./Schering Plough Corp., Tipp City, OH
3.	DOW	DOW Chemical Co., Midland, MI
4.	MAM	Mameco International, Cleveland, OH
5.	PECO	Pecora Chemical Corp., Harleysville, PA
6.	PTI	Protective Treatments, Inc., Dayton, OH
7.	SIKA	Sika Chemical Corp., Lyndhurst, NJ
8.	SON	Contech, Inc., Sonneborn Building Products Div., Minneapolis, MN
8.	SUR	Surebond, Inc., Elk Grove Village, IL
9.	TREM	Tremco Manufacturing Co., Cleveland, OH
10.	WIL	Williams Products, Inc., Troy, MI

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:

	<u>MFR/TYPE</u>	<u>S-1</u>	<u>S-2</u>	<u>S-3</u>
1.	MAM	Vulkem 116	Vulkem 227	Vulkem 45
2.	PECO	Dynatrol 1	Dynatrol II	Urexpan NR201
3.	SIKA	Sikaflex 15LM	Sikaflex 12SL	
4.	SON	Sonalastic NPI	Sonalastic NPII	Sonalstic SLI
5.	SUR	SB 188		
6.	TREM	Dymonic	Dymeric	THC-900
7.	WIL	Dynaseal W-100		

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:

	<u>MRG/TYPE</u>	<u>C-1</u>	<u>C-2</u>
1.	DAP	Butylflex	
2.	PECO	Butyl BC 158	AC20 acrylic latex
3.	SIKA	Sikaflex 420	
4.	SON	Butakauk	Sonalac acrylic latex caulk
5.	TREM	Butyl sealant 400/500	Acrylic latex caulk
6.	BOS	Chem-Caulk 300	Chem-Caulk 600

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.
2. JF-2: Preformed Fiber Joint Filler, asphalt-impregnated.
3. JF-3: Preformed Cork Expansion Joint Filler.

B. Acceptable products:

	<u>MFR/TYPE</u>	<u>JF-1</u>	<u>JF-2</u>	<u>JF-3</u>
1.	DOW	Ethafoam		
2.	SON	Sonofoam Backer Rod		Sonoflex Cork
3.	WIL	Expand-O-Foam Cord		

- 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 Architect/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 sidewalks, pavements and similar joints sealed with elastomeric sealants and subject to traffic and other abrasion and indentation exposures, fill joints to a depth equal to 75% of joint width, but not more than 3/4" deep or less than 3/8" deep.

2. 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 than 1/2" deep or less than 1/4" deep.
 3. 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. Upon completion, carefully examine all sealant and caulking work. Remove all damaged and defective work and replace with new materials.
 - B. Clean up. Remove all surplus products, containers and rubbish and dispose of off site.
 - C. 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 Engineer.
- 3.6 PROTECTION. 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

SECTION 09 90 00
PAINTS AND COATINGS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes surface preparation and field application of paints and other coatings.
- B. Related Sections:
 - 1. Section 02 76 30-Painted Pavement markings.
 - 2. Section 03 93 00-Concrete Rehabilitation.
 - 3. Section 05 51 00- Metal Stairs.

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM D16 - Standard Terminology Relating to Paint, Varnish, Lacquer, and Related Products.

1.3 DEFINITIONS

- A. Conform to ASTM D16 for interpretation of terms used in this section.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
- B. Product Data: Submit data on finishing products.
- C. Manufacturer's Installation Instructions: Submit special surface preparation procedures, and substrate conditions requiring special attention.
- D. Provide manufacturer's standard color chip book to Architect/Engineer for use in Owner selection of colors.

1.5 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution Requirements: Closeout procedures.
- B. Operation and Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

1.6 QUALIFICATIONS

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

- B. Applicator: Company specializing in performing work of this section with minimum of five years experience in application of the specified materials.

1.7 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. Secure attendance by Contractor/Applicator and authorized representative of the coating manufacturer. Examine drawings and specifications affecting work, verify all conditions, review installation procedures, and coordinate scheduling with interfacing portions of the work.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.
- B. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- C. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- D. Paint Materials: Store at minimum ambient temperature of 45 degrees F and maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.9 ENVIRONMENTAL REQUIREMENTS

- A. Section 01 60 00 - Product Requirements.
- B. Do not apply materials when surface and ambient temperatures are outside temperature ranges required by paint or coating product manufacturer.
- C. Do not apply exterior coatings during rain or snow when relative humidity is outside humidity ranges, or moisture content of surfaces exceed those required by product manufacturer.
- D. Cover or otherwise protect finished work of other crafts and surfaces not being painted concurrently or not to be painted.
- E. Remove and reinstall or provide acceptable in-place protection for all installed hardware, accessories, lighting and utility components, and any other materials not indicated to be painted or coated.

1.10 WARRANTY

- A. Section 01 70 00 - Execution Requirements: Product warranties and product bonds.
- B. Furnish five year manufacturer's standard warranty for textured acrylic coatings.

PART 2 PRODUCTS

2.1 PAINTS AND COATINGS

- A. Use only the specified products of the following manufacturers:
 - 1. Smooth Acrylic Coating for exterior metal surfaces.
 - a. M-A-B.
 - b. Benjamin Moore.
 - c. Glidden.
 - d. Sherwin Williams.
 - e. Duron.

2.2 COMPONENTS

- A. Material List:
 - 1. Exterior Ferrous Metal Primer (Alkyd):
 - a. M-A-B Rust-O-Lastic Anti-Corrosive Primer.
 - b. Benjamin Moore – Retardo Rust Inhibitive Primer.
 - c. Glidden – Glid Guard Alkyd Metal Primer.
 - d. Sherwin Williams – Hi-Solids Alkyd Metal Primer.
 - 2. Exterior Ferrous Metal Finish (Acrylic):
 - a. M-A-B - Ply-Thane 890
 - b. Duron - WeatherShield
 - c. Glidden – SpeedCote
 - d. Sherwin Williams – Sher-Cryl HPA.
 - 3. Accessory Materials: Provide other materials not specifically indicated, but required to achieve finishes specified; commercial quality as recommended by the coating manufacturer.

2.3 COLORS

- A. Colors to be selected by the Owner from manufacturer's standard color chip book.

2.4 MIXING AND TINTING

- A. All paints and coatings shall be factory tinted and mixed. Job mixing and job tinting will not be permitted. No materials are to be reduced or changed except as specified by the manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
- B. Verify surfaces are ready to receive Work as instructed by product manufacturer.

- C. Examine surfaces scheduled to be finished prior to commencement of work. Report conditions capable of affecting proper application.

3.2 PREPARATION

- A. Surface Appurtenances: Remove or mask electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.
- B. Surfaces: Correct defects and clean surfaces capable of affecting work of this section. Remove or repair existing coatings exhibiting surface defects that may affect the performance or appearance of the new coating.
- C. Impervious Surfaces: Remove mildew by scrubbing with solution of tetra-sodium, tri-sodium phosphate, or bleach. Rinse with clean water and allow surface to dry.
- D. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- E. Existing Concrete Surfaces indicated to receive new coating finish: Preparation shall include 400 psi minimum water blast. Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
- F. Repair exposed structural, shrinkage, and settlement cracks of concrete as indicated on Drawings by epoxy application or bonding agent and cementitious paste method.
- G. Repair spalling and soft concrete surfaces. Fill voids flush with surface and apply surface finish to match adjacent materials.
- H. Uncoated Steel and Iron Surfaces: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by wire brushing or sandblasting; clean by washing with solvent. Apply treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Spot prime paint after repairs.

3.3 EXISTING WORK

- A. Extend existing paint and coatings installations using materials and methods compatible with existing installations and as specified.

3.4 APPLICATION

- A. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- B. Apply each coat to uniform appearance. Apply each coat of paint slightly darker than preceding coat unless specified otherwise.

- C. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying each coat.
- D. Finish coats shall be free of brush marks, streaks, runs or laps. Edges of finish adjoining other materials or colors shall be clean and sharp with no overlapping.

3.5 CLEANING

- A. Section 01 70 00 - Execution Requirements: Final cleaning.
- B. Collect waste material which may constitute fire hazard, place in closed metal containers, and remove daily from site.

3.6 SCHEDULE - EXTERIOR SURFACES

- A. Pavement Markings:
 - 1. Specified under section 02 76 30.
- B. Steel Bollards, Handrails, Guardrails, and Metal Stairs:
 - 1. One coat of alkyd primer.
 - 2. Two coats of smooth acrylic coating, semi-gloss.

END OF SECTION