

***Project Manual For:***

***Clermont Metropolitan Housing Authority  
Capital Fund Projects (CFP) 501.19 & 501.21  
Clermont County***

***Owner:***

***Clermont Metropolitan Housing Authority  
65 South Market Street  
Batavia, Ohio 45103  
(513) 732-6010***

***Executive Director:  
Ms. Alicia Morlatt***

***Architect:***

***Creative Housing Solutions, Inc.  
935 Lenox Place, Cincinnati, Ohio 45229  
(513) 961-4400***

***July 25, 2022  
Architect's Project Number: 2224***

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## **Memo**

To: Prospective Bidders  
From: Donald L. Dudrow, Jr., AIA, NCARB, CEM  
Date: July 25, 2022  
Subject: Request For Bids: Clermont Metropolitan Housing Authority – Capital Funds Project CFP 501.19 & 501.21  
**Bids Due:** August 22, 2022 @ 1:00 PM Local Time

You are hereby invited to bid on the subject project. You agree that by submission of a bid, if accepted, to enter into a contract with the Owner for the bid price and within the contract time indicated. Your bid shall remain open for a 90-day period.

All work shall be completed within 120 calendar days of the date of the Notice to Proceed.

Bids for:

The CMHA is soliciting bids for the replacement of kitchen cabinets and countertops at ten (10) scattered site houses, replacement of siding, trim, and accessories at seven (7) scattered sites houses, and replacement of soffit, trim, and accessories at Williamsburg Woods and Monroe Woods, public housing developments. The CMHA will award contract to the lowest responsible and reasonable bidder. This will be based on the lowest total bid price for the Project. The Project generally consists of replacement of kitchen cabinets, countertops, sinks, faucets, siding, trim, soffits, gutters, downspouts, and other associated cleaning and repairs. Not every work item will occur at every site. The Architect and Owner have identified the work items, the location where the work is to be performed and the quantity of the work. Refer to the Project Manual and drawings for additional information.

Bids will be received at the CMHA Central Office:

65 South Market Street  
Batavia, Ohio 45103  
Until 1:00 PM Batavia time, August 22, 2022  
Late bids will not be accepted, except as permitted by HUD 5369.

A pre-bid conference will be held on August 4, 2022 at 10:00 AM at the CMHA Central Office Conference Room at the address above. Bidders may also attend via zoom at the link below. Bidders may visit the site at their own convenience. Note, access to the units must be pre-arranged with the Housing Authority at least 3 business days in advance. Every effort will be made to accommodate the bidder, but all requests may not be possible to fulfill. Prior to visiting the site on your own, contact the maintenance office at (513) 734-7094. If required, submit questions to the architect a minimum of 7 days prior to the bid due date.

Zoom Link: <https://us02web.zoom.us/j/84608079262?pwd=QT1dbCJDhQhflfhP2w8W0b6ovjfCl.1>

Call-in: 646 558 8656

Meeting ID: 846 0807 9262

Passcode: 741687

Unless otherwise specified in the bid documents, all prices shall be on a firm-fixed-price basis and are not subject to adjustment based on costs incurred.

Bid documents may be obtained electronically at no cost from Creative Housing Solutions (513.961.4400 x3 [byacucci@chs-incorp.com](mailto:byacucci@chs-incorp.com)).

Questions regarding this project should be directed to, Brian Yacucci, Creative Housing Solutions, Inc. at (513) 961-4400 ext. 3.

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

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

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

### 2. Explanations and Interpretations to Prospective Bidders

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

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

### 3. Amendments to Invitations for Bids

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

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

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

### 4. Responsibility of Prospective Contractor

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

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

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



## 5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

## 6. Bid Opening

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

## 7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

Alicia Morlatt  
Clermont Metropolitan Housing Authority  
65 South Market Street  
Batavia, Ohio 45103

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

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

## 8. Contract Award

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

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

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

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

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

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

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

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

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

**10. Assurance of Completion**

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

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

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

☒ (3) a 20 percent cash escrow;

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

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

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

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

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

**11. Preconstruction Conference** (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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### **SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

These conditions are a supplement to the HUD 5369 Instructions to Bidders and provide information to help clarify articles of that document. Any articles or paragraphs not specifically mentioned shall remain as printed in HUD 5369 without change.

1. Add to Paragraph 1, subparagraph i:
  - i. The bid documents required for the complete bid all consist of the following (all shall be signed originals):
    1. Form of Base Bid
    2. Bid Guaranty (if required)
    3. HUD 5369A
    4. Non Collusive Affidavit
    5. HUD 2530
    6. Minority Business Enterprise Forms
    7. Ohio Department of Public Safety Form
2. Add to paragraph 3 subparagraph b) 1:
  - b) 1. Bidders shall indicate receipt of addendum on Bid Form. No other acknowledgment is required.
3. Add to paragraph 5, subparagraph h:
  - h. No bid shall be withdrawn for a time period of ninety (90) calendar days from the bid openings. The foregoing limitation upon withdrawal of bids prior to opening shall be subject to the right of withdrawal of a bid made in error as provided by Section 9.31, Ohio Revised Code, to the extent that such statutory provision is applicable.
4. Add to paragraph 9, subparagraph a, b and c:
  - a. Bid bonds are required only if the base bid amount exceeds \$50,000. No bonding is required for base bid amounts less than \$50,000.
  - b. All bid bonds shall be issued by Surety Companies licensed to issue bonds in the State of Ohio and listed in Federal Register Circular #570. The current power of attorney for the person who signs for any surety company shall be attached to such bid bond.
  - c. The CMHA will have the right to retain the bid security of bidders to whom an award is being considered until either (a) the contract has been executed and bonds, if required, have been obtained, (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.
5. Add to paragraph 10, subparagraph e:
  - e. Payment and Performance guarantees (bonds, escrow's, letters of credits) are not required if the total initial contract amount is less than \$50,000.

6. Add paragraph 13. Minority Business Enterprise:

It is the goal of CMHA to obtain 20 percent minority business participation on this project. A line has been provided on the Form of Bid to show the percentage of your bid amount that will be awarded to minority businesses. Insert the percentage MBE participation included in your bid amount.

7. Add paragraph 14. Lead Based Paint:

Any contractor awarded a contract for modernization shall comply with 24 CFR (Code of Federal Regulations) Part 35 prohibiting the use of lead based paint.

8. Add paragraph 15. Sales Tax Exemption:

The contractor shall take whatever steps required by law to relieve the owner from payment of excise tax and Ohio sales tax on materials, specialties and equipment for contractor to take any part of such action shall constitute the responsibility of the contractor to make such tax payments as within the scope of this contract. The owner is tax exempt, and upon request will provide a statement to that effect.

9. Add paragraph 16. Liquidated Damages

This project has liquidated damages, which will be charged against contractors who do not complete work on time. All of paragraph 33 of the HUD General Conditions, and Supplemental General Conditions may apply. Refer to HUD General Conditions and Supplemental Conditions.

10. Add paragraph 17. Pre-Bid Conference

A pre-bid conference will be held. Refer to invitation for bid for additional information. Bidders may inspect typical units on this date or visit the sites at their own convenience. Note, access to the interior of the units must be pre-arranged with the Housing Authority 3 business days in advance. Every effort will be made to accommodate the bidder, but all requests may not be possible to fulfill. Prior to visiting the sites on your own, contact the maintenance office at (513) 734-7094. If required, submit questions to the architect a minimum of 7 days prior to the bid due date.

11. Add paragraph 18. Definitions

Addenda are written or graphic instruments issued by the CMHA prior to the execution of the Contract, which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.

A Bid is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be in Alternate Bids.

An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

A Unit Price is an amount stated in the Bid as a price per unit of measure for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

A Bidder is a person or entity that submits a Bid.

A Sub-Bidder is a person or entity that submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

12. Add paragraph 19. Form and Style of Bids

- a). Bids shall be submitted on forms identical to the form included with the Bidding Documents.
- b). All blanks on the Bid Form shall be filled in by typewriter or manually in ink.
- c). Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
- d). Interlineations, alterations and erasures must be initialed by the signer of the Bid.
- e). All requested Alternates should be bid. If no change in the Base Bid is required, enter "No Change."
- f). Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

END OF SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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**FORM OF BID**

PROJECT: Capital Fund Projects (CFP) 501.19 & 501.21

FROM:

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(By-Sign)

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

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

\_\_\_\_\_  
(Telephone Number - Include Area Code)

\_\_\_\_\_  
(Email Address – If applicable)

TO: THE CLERMONT METROPOLITAN HOUSING AUTHORITY  
65 South Market Street  
Batavia, Ohio 45103

ATTN: Ms. Alicia Morlatt, Executive Director

BASE BIDS: The owner (CMHA) is requesting a single lump-sum bid for the Scope of Work identified in this Project Manual. Award of contract will be based on the lowest total combined price for all Scopes of Work.

The undersigned having inspected the construction site and familiarized with all conditions likely to be encountered affecting the cost and schedule of work, and having examined all of the Contract Documents, hereby proposes to furnish all labor, materials, tools, equipment, and services required to perform all of the work in strict accordance with the Contract Documents as prepared by the architect, Creative Housing Solutions, Inc., subject to budgeted funds, within the time specified for completion.

TOTAL BID SUM FOR CFP 501.19: Total \_\_\_\_\_ DOLLARS  
(In Figures)

TOTAL BID SUM FOR CFP 501.21: Total \_\_\_\_\_ DOLLARS  
(In Figures)

TOTAL COMBINED BASE BID SUM OF: Total \_\_\_\_\_ DOLLARS  
(In Figures)

Total \_\_\_\_\_  
(In Words)

And, if this proposal is accepted, will execute a formal contract or purchase order for the Scope of Work equal in form to that bound in the Contract Documents, to this effect.

ALLOWANCES:

1. CFP 501.19 - Allowance No. 1: Include Allowance for replacement of 480 LF wood gutter or rake trim per 06100.
2. CFP 501.21 - Allowance No. 2: Include Allowance for replacement of 80 LF wood gutter or rake trim per 06100.

ALTERNATES:

The Owner may award a contract based upon the lowest Base Bid and the following DEDUCT alternates. The deduct alternates will be selected in ascending order (1, then 2, then 3 etc.) until the budget is met, or the interests of the CMHA are best served.

A responsive bid must include the following Alternates. Bids that do not include the following alternates may be rejected as being non-responsive to the solicitation.

Deduct Alternate #1 – Deduct from the Base Bid cleaning of the existing ductwork. All other work shall remain as described.

\$ \_\_\_\_\_

UNIT PRICES:

Unit Price #1 – Replace 1LF of damaged wood gutter or rake board per Specification Section 06100.

\$ \_\_\_\_\_/LF

Unit Price #2 – Replace brake metal trim around 3'x5' window per Specification Section 07620.

\$ \_\_\_\_\_/EA

Unit Price #3 – Replace 1LF underground schedule 40 PVC drainage piping.

\$ \_\_\_\_\_/LF

ADDENDA:

The undersigned further acknowledges receipt of addenda as listed below and represents that any additions or modifications to, or deletions from the work called for in these Addenda, are included in the Base Bid Sum, Alternates and unit Prices if affected hereby.

Addenda No.	Date	Addenda No.	Date
_____	_____	_____	_____

Note: If no Addenda have been received, write "NONE"

TAXES:

It is agreed that all sales taxes that may be imposed on materials or services provided under this proposal are excluded from the Base Bid Sum, Alternates, and Unit Prices.

ASSIGNMENT:

The undersigned represents that no assignment, sublease, or transfer of all or any part of his interest in this proposal has been made or will be made without the written consent of the CMHA.

EQUAL EMPLOYMENT OPPORTUNITY:

There are incorporated in this proposal the provisions of Executive Order 11246, as amended, by the President of the United States on Equal Employment Opportunity and the rules and regulations issued pursuant thereto with which the Contractor agrees that he will comply.

MINORITY BUSINESS ENTERPRISE:

The Bidder acknowledges the percent of Minority Business Enterprise dollars of the total base bid price is \_\_\_\_\_ %

PROPOSED SUBCONTRACTORS AND MAJOR SUPPLIERS:

The undersigned agrees, if notified by CMHA that this firm is the apparent low bidder that the undersigned will promptly submit in writing a listing of all prospective subcontractors and major material suppliers, in accordance with the Instructions To Bidders, for acceptance by the CMHA.

DECLARATION:

The undersigned declares, by executing this proposal, that:

- A. This proposal shall remain valid, for acceptance by CMHA for a period of not less than ninety (90) calendar days.
- B. All requirements concerning licensing and all other local, state and national laws have been or will be complied with and that no legal requirements will be violated in the execution of the work if the Proposal is accepted.
- C. No person or persons or company other than the firm listed below or otherwise indicated hereinafter have any interest whatsoever in the Proposal or the Contract that may be entered into as a result thereof. This Proposal is submitted in good faith, without collusion or fraud.
- D. The person or persons signing this proposal is/are fully authorized to sign on behalf of the conditions and provisions thereof.

SUBMITTED BY: \_\_\_\_\_ THIS DAY OF: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street & Number)

CITY & STATE: \_\_\_\_\_

OPERATING AS: \_\_\_\_\_  
(Complete, and strike out words that do not apply)

A CORPORATION UNDER THE LAWS OF THE STATE OF: \_\_\_\_\_

OR

A PARTNERSHIP/SOLE PROPRIETOR \_\_\_\_\_  
(Give full names of all partners)

THE CLERMONT METROPOLITAN HOUSING AUTHORITY (CMHA) RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS REGARDLESS OF THE BID AMOUNT, WHEN IT IS IN THE BEST INTEREST TO DO SO (HUD 5369, PARAGRAPH 8), AND RESERVES THE RIGHT TO WAIVE ANY INFORMALITY IN BIDS RECEIVED WHENEVER SUCH WAIVER IS IN THE BEST INTEREST OF THE CMHA.

NOTE: THIS BID, WITH SUPPORT DOCUMENTS, IS TO BE SUBMITTED IN A SEALED ENVELOPE CLEARLY MARKED AS FOLLOWS:

**CMHA CAPITAL FUND PROJECT 501.19 & 501.21**

**BID DOCUMENT, DO NOT OPEN UNTIL August 22, 2022, 10:00 AM**

DELIVER OR MAIL BID TO:  
RECEPTION DESK AT  
CMHA  
65 S. Market Street  
Batavia, OH 45103

Late bids will not be received. The lobby clock establishes the time for the bid opening.

**BID BOND**

**Bond No.**\_\_\_\_\_

KNOWN ALL MEN BY THESE PRESENTS, that we:

\_\_\_\_\_  
(Insert full name and address or legal title of Contractor)  
as Principal, hereinafter called the Principal, and:

\_\_\_\_\_  
(Insert full name and address or legal title of Surety)  
a corporation duly organized under the laws of the State of:

\_\_\_\_\_ as Surety, hereinafter called the Surety, are held and firmly bound unto  
The Clermont Metropolitan Housing Authority hereinafter called the Obligee, in the sum of:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)  
(In Words)

for payment of which sum, well and truly to be made, the said Principal and the said Surety bind  
ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by  
these presents. The CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted  
the accompanying bid, dated:

\_\_\_\_\_20\_\_\_\_\_ for: \_\_\_\_\_

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

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a  
Contract with the Obligee in accordance with the terms of such Bid, and give such bond or bonds as may  
be specified in the bidding or Contract Documents with good and sufficient surety for the faithful  
performance of such Contract and for the prompt payment of labor and material furnished in the  
prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such  
bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof  
between the amount specified in said Bid and such larger amount for which the Obligee may in good faith  
contract with another party to perform the Work covered by said bid or an appropriate required amount  
as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full  
force and effect.

SIGNED SEALED AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

_____	_____
(Witness)	(Principal)
	_____
	(Title)

SURETY

BY \_\_\_\_\_  
(Attorney-in-Fact)

Note: In lieu of such bond, the Bidder shall include with his proposal, a Certified Check, Bank Draft, or U.S. Government Bond at par value, payable to the Obligee.

Certified Check for \_\_\_\_\_

DOLLARS - ON \_\_\_\_\_ BANK OF \_\_\_\_\_

\_\_\_\_\_ DEPOSITED HERewith

\_\_\_\_\_  
BIDDER

BY \_\_\_\_\_

\_\_\_\_\_  
TITLE

**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)

NON COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_)

ss

County of \_\_\_\_\_)

\_\_\_\_\_, being first sworn, deposes and says:

That he is \_\_\_\_\_ (president, sole owner, partner, etc.)

of \_\_\_\_\_ (Firm Name) the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that inspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly, or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of the affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, to secure any advantage against the Owner or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of Bidder: \_\_\_\_\_  
(If Individual)

Signature of Bidder: \_\_\_\_\_  
(If Partnership)

Signature of Bidder: \_\_\_\_\_  
(If Corporation)

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

\_\_\_\_\_, My commission expires \_\_\_\_\_, 20\_\_  
Notary Public

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# Previous Participation Certification

OMB Approval No. 2502-0118  
(Exp. 05/31/2019)

## US Department of Housing and Urban Development Office of Housing/Federal Housing Commissioner

## US Department of Agriculture Farmers Home Administration

<b>Part I to be completed by Principals of Multifamily Projects (See instructions)</b>		<b>For HUD HQ/FmHA use only</b>	
Reason for submission:			
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount \$	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)

### 7. List all proposed Principals and attach organization chart for all organizations

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number

Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

- Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
- For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
  - No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
  - The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
  - There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
  - There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
  - The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
  - The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
  - The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
- All the names of the principals who propose to participate in this project are listed above.
- None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
- None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
- None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
- None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
- Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Principal	Signature of Principal	Certification Date(mm/dd/yyyy)	Area Code and Tel. No.
This form prepared by (print name)		Area Code and Tel. No.	

# Previous Participation Certification

OMB Approval No. 2502-0118  
(Exp. 05/31/2019)

**Schedule A: List of Previous Projects and Section 8 Contracts.** Below is a complete list of the principals' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, **"No previous participation, First Experience"**.

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved )	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain		6. Last MOR rating and Physical Insp. Score and date

## Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> B. Name match in system	<input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other (attach memorandum)
Staff	Processing and Control		
Supervisor	Director of Housing/Director, Multifamily Division	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date (mm/dd/yyyy)

### Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

**Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

**Purpose:** This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

**Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.**

#### Who Must Sign and File Form HUD-2530:

Form HUD-2530 must be completed and signed by all principals applying to participate in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures,

partnerships, corporations, trusts, non-profit organizations, any other public or private entity that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arm's length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

**Exception for Corporations** – All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is full disclosure.

**Exemptions** – The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

#### Where and When Form HUD-2530 Must Be Filed:

The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and

Handicapped).

- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

**Review of Adverse Determination:** If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

#### Specific Line Instructions:

**Reason for submitting** this Certification: e.g., refinance, change in ownership, change in management agent, transfer of physical assets, etc.

**Block 1:** Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

**Block 2:** Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include **all** project or contract

identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.

**Block 3:** Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

**Block 4:** Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

**Block 5:** Fill in the section of the Housing Act under which the application is filed.

**Block 7:** Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

**Block 8:** Beside the name of each principal, fill in the appropriate role. The following are examples of possible roles that the principals may assume: Owner/Mortgagor, Managing Agent, Sponsor, Developer, General Contractor, Packager, Consultant, Nursing Home Administrator etc.

**Block 9:** Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

#### Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/ FmHA, and State and local Housing Finance Agencies in which you have previously participated **must be** listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required.

**Column 2. All previous projects must be listed or your certification cannot be processed.** Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FmHA or state or local housing finance agency) that was involved.

**Column 3.** List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.

**Column 4.** Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. For all noncurrent loans, an explanation of the status is required.

**Column 5.** Explain any project defaults during your participation.

**Column 6.** Provide the latest Management Review (MOR) rating and Physical Inspection score.

**Certification:** After you have completed all other parts of

form HUD-2530, including schedule A, read the Certification carefully. In the box below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is signing on behalf of the entity should attach signature authority document. Each principal who signs the form should fill in the date of the signature and

a telephone number. By providing a telephone number, HUD can reach you in the event of any questions.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen to strike through those parts that differ with your record, and then sign and certify.

Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e. relates to felony convictions within the past 10 years. If you are convicted of

a felony within the past 10 years, strike out 2e. and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

**Privacy Act Statement:** The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

**Public reporting burden** for this collection of information is estimated to average 1 hour 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. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.



## MINORITY BUSINESS ENTERPRISE

### UNAVAILABILITY CERTIFICATION SUMMARY

(Required for all Bids requesting waiver of the 20% CMHA MBE Goal)

I, \_\_\_\_\_, \_\_\_\_\_, of  
(Name) (Title)  
\_\_\_\_\_, certify that on \_\_\_\_\_  
(Date)  
contacted the following minority contractor(s) to obtain a bid for  
work items to be performed on \_\_\_\_\_.  
(Project)

Minority Contractor & Address	Work Items Sought:	Form of Bid Sought: (i.e, price, labor,)	Approx. % of Total Bid
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

MBE Forms 2 or 3 must be submitted for each contractor listed above.

To the best of my knowledge and belief, said minority contractor(s) were unavailable  
(exclusive of unavailability due to lack of agreement on price) for work on this project, or  
unable to prepare a bid for the following reason(s):

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

\_\_\_\_\_  
(Bidder's Signature)

\_\_\_\_\_  
(Date)

**MINORITY BUSINESS ENTERPRISE  
UNAVAILABILITY CERTIFICATION SUMMARY**

**FROM MBE CONTRACTOR**

(Required for all Bids requesting waiver of the 20% CMHA Goal)

\_\_\_\_\_ was offered an opportunity to bid on the  
above identified work on \_\_\_\_\_, for approximately \_\_\_\_% of the total base bid  
amount, by the \_\_\_\_\_.

A bid was not submitted because: \_\_\_\_\_  
(Explain)

\_\_\_\_\_

The above statement is a true and accurate account of why I did not submit a bid on this  
project.

\_\_\_\_\_  
Signature of Minority Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Signature, titles and dates of authorized officials of the company must be properly  
executed on the document or the bid will be deemed nonresponsive.

**MINORITY BUSINESS ENTERPRISE  
UNAVAILABILITY CERTIFICATION SUMMARY  
FOR NONRESPONSIVE MBE CONTRACTORS**

(Required for all Bids requesting waiver of the 20% CMHA MBE Goal)

I, \_\_\_\_\_, \_\_\_\_\_,  
(Name) (Title)

of \_\_\_\_\_ certify that the  
(Bidder)

named minority contractor was contacted to obtain a signed unavailability certificate (MBE Form 2) and after reasonable request\*, the Minority Business Enterprise did not sign the certificate.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

Signature, titles, and dates of authorized officials of the company must be properly executed on the document or the bid will be deemed unresponsive.

\*Attach a description of how the MBE contractor was requested.

**MINORITY BUSINESS ENTERPRISE  
UNAVAILABILITY CERTIFICATION SUMMARY  
FOR NONRESPONSIVE MBE CONTRACTORS**

(Required for all Bids requesting waiver of the 20% CMHA MBE Goal)

I, \_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

of \_\_\_\_\_ certify that the  
(Bidder)

named minority contractor was contacted to obtain a signed unavailability certificate (MBE Form 2) and after reasonable request\*, the Minority Business Enterprise did not sign the certificate.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

Signature, titles, and dates of authorized officials of the company must be properly executed on the document or the bid will be deemed unresponsive.

\*Attach a description of how the MBE contractor was requested.



**Ohio Department of Public Safety**  
Division of Homeland Security  
<http://www.homelandsecurity.ohio.gov>

**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**

In accordance with section 2909.33 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

**COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION**

BUSINESS/ORGANIZATION NAME			
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY
PHONE NUMBER			

**DECLARATION**

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  
☐ Yes ☐ No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?  
☐ Yes ☐ No

**GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED**

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?  
☐ Yes ☐ No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  
☐ Yes ☐ No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?  
☐ Yes ☐ No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?  
☐ Yes ☐ No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

**X**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# General Conditions for Construction Contracts - Public Housing Programs

**U.S. Department of Housing and Urban Development**  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 11/30/2023)

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

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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## 1. Definitions

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

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

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

## 2. Contractor's Responsibility for Work



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

#### **4. Other Contracts**

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

#### **Construction Requirements**

##### **5. Pre-construction Conference and Notice to Proceed**

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

##### **6. Construction Progress Schedule**

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

##### **7. Site Investigation and Conditions Affecting the Work**

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

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

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

## 8. Differing Site Conditions

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

## 9. Specifications and Drawings for Construction

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

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

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

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

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

#### 10. As-Built Drawings

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

#### 11. Material and Workmanship

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

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

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

#### 12. Permits and Codes

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

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

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

### 13. Health, Safety, and Accident Prevention

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

### 14. Temporary Heating

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

### 15. Availability and Use of Utility Services

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

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

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



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

#### **17. Temporary Buildings and Transportation of Materials**

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

#### **18. Clean Air and Water**

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

#### **19. Energy Efficiency**

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

#### **20. Inspection and Acceptance of Construction**

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

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

## 21. Use and Possession Prior to Completion

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

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

## 22. Warranty of Title

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

## 23. Warranty of Construction

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

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

#### 24. Prohibition Against Liens

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

#### Administrative Requirements

#### 25. Contract Period

this contract within 120 calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

#### 26. Order of Provisions

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

#### 27. Payments

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

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

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

submitted not later than Ten (10) days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

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

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

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

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

Date: \_\_\_\_\_

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

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

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

## 28. Contract Modifications

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

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

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

## 29. Changes

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



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

### 30. Suspension of Work

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

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

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

### 31. Disputes

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

### 32. Default

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

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

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

### 33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ 100.00 [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

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

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

### 34. Termination for Convenience

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

### 35. Assignment of Contract

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

### 36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
- (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ 1,000,000 [Contracting Officer insert amount]

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

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ 1,000,000 [Contracting Officer insert amount] per occurrence.

- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

### 37. Subcontracts

- (a) Definitions. As used in this contract -

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

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

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

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

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

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

### 39. Equal Employment Opportunity

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

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

(c) The Contractor/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

#### **40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.**

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

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 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).



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#### 41. Interest of Members of Congress

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

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

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

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

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of 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.



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#### 47. Non-Federal Prevailing Wage Rates

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

#### 48. Procurement of Recovered Materials.

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

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CLERMONT METROPOLITAN HOUSING AUTHORITY

SUPPLEMENTAL GENERAL CONDITIONS

1. The following supplements modify, delete from, and/or add to the HUD General Conditions HUD 5370.
  - A. All paragraphs, or portions thereof, which are not specifically modified, deleted, or superseded hereby, remains in full effect.
  - B. The General Conditions also may be supplemented elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, Division 1, of the specifications.
2. After subparagraph 1.l., add the following:
  - k) The terms "owner", "owner's representative", "CMHA", or "PHA" mean Clermont Metropolitan Housing Authority or its duly authorized representative.
  - m) The terms "contractor", "general contractor" or "prime contractor" mean a person, firm or corporation, the holder of a direct contract with the owner for the entire project.
  - n) The term "subcontractor" means a person, firm or corporation supplying labor and/or material under separate contract or agreement with the contractor or subcontractor, regardless of tier.
  - o) The term "As Selected" means: as selected by Owner, Owner's Representative or the Architect-Engineer.
  - p) The terms "Provide" and "Install" mean: Furnish material and install, complete and ready for intended use.
  - q) The terms "Guarantee & Warranty" are identical in meaning and used interchangeably unless otherwise indicated.
  - r). The term "Repair" means that existing materials, devices or equipment should be patched, modified or restored to its original condition. This includes replacement of non-working parts and/or missing parts or components originally installed when new. This definition does not include refinishing or painting. This work must be called out separately or specifically noted.
  - s). The term "Clean" means the materials, devices, or equipment are to be cleaned with an appropriate cleaner.
  - t). The term "Install" means to provide the labor only, not material; other than fasteners and sealant. CMHA or others will provide the unit or material.
  - u). The term "Remove" means to remove or take away the indicated material or product. The remaining surface where the removal occurred is to be left clean and smooth and prepared for new materials or finishes.
  - v). The terms "Employee" and "Employed" means a person shown on the prime contractor's or subcontractor's payroll for which workmen's compensation and taxes are required to be paid.

3. Under paragraph 2, add the following:

A. Add to subparagraph b:

- b. 1) The following definitions and terms are hereby established with regard to paragraph 2, subparagraph b:
  - a) "Own organization" - persons employed by the prime contractor with which CMHA has a contract.
  - b) "Work of value equivalent to at least (twelve percent) 12% of the total amount of work to be performed under the contract" - means twelve percent (12%) of the total labor dollar amount of the total prime contract amount as established by payrolls, exclusive of wages and hours expended by supervisory and administrative personnel and owners. Work performed must be performed on the site to be eligible for inclusions in the 12% minimum.
  - c) Penalty for violation of this provision - CMHA will evaluate the payrolls at 50% of completion and at the final. If the contractor is found to be in violation of the 12% requirement at the 50% stage, evidence must be submitted to substantiate the contractor's ability to obtain the 12% by the completion of the work. If satisfactory documentation is not received by CMHA, CMHA reserves the right to reduce payment in an amount equal to the percentage of non-obtained participation of the total labor dollars paid to date. For example, if \$10,000 of labor dollars has been accumulated during the first 50% of the work and only \$1,000 can be attributed to the prime contractor (10% of total), a shortfall of 2% exists. Therefore, the penalty cost is equal to  $2\% \times \$10,000 = \$200$ . This amount may be subtracted from the amount paid the contractor. The same conditions as described above for 50% completion pertain to the final completion of the project. Noncompliance with any portion of this paragraph may result in termination of the contract at the discretion of the CMHA Executive Director.

4. Under paragraph 9a, add the following:

- a. 1) In cases of difference between drawings and details, the more detailed drawings or descriptions shall govern.

5. Under paragraph 12b: add the following:

The contractor shall pay for, and obtain the Building Permit and any and all other permits and inspections as required by local laws, ordinances, rules and regulations.

6. Under paragraph 13, add the following:

- f) Nothing in this paragraph relieves the contractor or his subcontractors from complying with all safety and health ordinances, regulations and requirements including but not limited to: OSHA, NIOSH, EPA, State Department of Health, 29CFR, Part 1926 and 1910. The contracting officer's right to stop work shall not be construed to mean that he nor any of the authority's employees have any obligation or liability for enforcing these ordinances or other safety practices.

7. Under paragraph 27, add the following:

- f.
  - 1) In no case will the retainage be reduced below 5% of the total payment amount.
  - 2) Any request for reduction of retainage from 10% to 5% at 50% completion or 100% completion shall be submitted by the contractor to CMHA in writing 30 days prior to the payment for which reduction will be requested.
  - 3) Reduction of the retainage will only occur if the CMHA is satisfied with the contractor's performance as solely determined by the contracting officer.
- j.
  - 1) Affidavits and releases are required for all payments. As a condition for the payment of any progress payment, the contractor shall have complied with all requirements of the Ohio Mechanic's lien statute and shall have submitted all affidavits and/or waivers and releases in the form specified by the owner.
  - 2) The contractor shall list any and all material men, suppliers and subcontractors on the affidavit. Separate releases and certificates shall be attached to the master affidavit for any persons or companies to which the contractor is obligated. CMHA is not responsible or liable for the contractor's omissions from the affidavits.
  - 3) CMHA reserves the right to issue two party checks to obligees and the prime contractor in order to resolve claims. CMHA also reserves the right to require paid-in-full affidavits and releases from all obligees prior to issuing payments when it is in the Authority's best interest to do so.

8. Under paragraph 29, add the following:

- k) In the event an equitable agreement can not be reached between the contractor and CMHA, for additions to the scope of work, the CMHA reserves the right, but shall not be obligated, to obtain quotes from other contractors and to award contracts to others for the execution of the additional work according to paragraph 5 of these conditions.
- l) The CMHA reserves the right, but shall not be contractor with subs, suppliers, manufacturers and others. This may include written invoices, bills of lading, shipping orders, and affidavits attesting to the costs submitted by the contractor to affect the change.

9. Under paragraph 33, add the following subparagraph:

- d) Unless indicated in Form HUD 5370, paragraph 33a, this contract has a fixed, per diem, liquidated damage amount which is .001 times the contract amount unless modified by the Invitation to Bid or Instructions to Bidders. The time to complete this project, unless stated otherwise in Form HUD 5370, paragraph 25, shall be as noted on the Invitation to Bid and Bid form. Liquidated damages will be assessed the contractor for each calendar day beyond the date established as the completion date in the notice to proceed unless modified by a change signed by the contracting officer.

10. Under paragraph 36, under subparagraph a.1, add the following:

- A) Workers' compensation shall be required of all contractors and subcontractors regardless of number of employees and/or ownership.

11. At the end of subparagraph 36.b, add:

It shall be the responsibility of the contractor to verify with the PHA as to whether the PHA's insurance can be extended to cover the nonstructural additions and/or alterations. The contractor is obligated to provide insurance unless the PHA acknowledges in writing that its policy will be extended.

All Risk Builder's Risk Insurance shall be maintained for 100% of the cash replacement value of completed construction and materials.

12. Add the following to paragraph 38:

f. Participation

1. It is the goal of Clermont Metropolitan Housing Authority to achieve 20% MBE, based upon the total contract amount.

Note: This is a goal of CMHA and not a requirement.

2. If awarded the contract and if MBE will be used the contractor must submit a certification indicating the minority company's name, address and contract amount.
3. CMHA will review the extent to which any proposed contractor has made reasonable efforts and taken the affirmative steps outlined in 24 CFR 85.36 (e) (2) in attempting to meet CMHA's goal for MBE participation in contracting. The failure of a proposed contractor to make reasonable efforts or comply with the affirmative steps, when possible, could be grounds for not considering that proposed contractor responsive in accordance with 24 CFR 85.36 (b) (8) and denying contract award. Such action would result not from missing a goal, but noncompliance with the public policy requirement of affirmative action to increase MBE participation.

g. Definitions

1. The term "Minority Business Enterprise" or "MBE" means a business enterprise where fifty one percent (51%) or more of the profit and loss financial interest is held by person(s) in one or more of the basic racial and ethnic categories. These persons must have interests that are real and continuing and include pro-proportionate control over management, interest in capital and interest in earnings. For this purpose minorities are of the basic racial and ethnic categories identified below:
  - a. American Indian or Alaskan Native means a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.
  - b. Asian or Pacific Islander means a person Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example: China, India, Japan, Korea, the Philippine Islands and Samoa.
  - c. Black means a person having origins in any of the black racial groups of Africa.
  - d. Hispanic means a person of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race.

2. The term "Minority Business Enterprise Joint Venture" means two (2) or more business enterprises that are jointly submitting a Bonafide bid for contracts and/or purchases in which fifty one percent or more of the total profit and loss financial interest is held by one or more minority business enterprise firm(s). These businesses must have interests that are real and continuing and include proportionate control over management, interest in capital and interest in earnings.
3. The term "Non-minority Business Enterprise Joint Venture" means two (2) or more business enterprises that are jointly submitting a Bonafide bid for contracts and/or purchases in which fifty percent (50%) or less of the profit and loss financial interest is held by one or more minority principal(s).
4. The term "Minority Principal" means the owner or partial owner of a business enterprise who is included in one or more of the basic racial and ethnic categories identified in Minority Business Enterprise - MBE above.
5. The term "Stocking Supplier" means a supplier who maintains within it's inventory at least 20% of the materials and supplies to be invoiced for.
6. The term "Non-stocking Supplier" means a supplier who does not maintain within its inventory at least 20% of the materials and supplies to be invoiced and less than an amount consistent with the average inventory of stocking suppliers within a reasonable market area.

h. Procedure

In order for bidder or subcontractor(s) to attain the goal of expanding Minority Business Enterprise participation they shall utilize, when necessary, the following affirmative action steps:

1. Bidder or subcontractor(s) shall send notices of procurements to those on minority contract/vendors mailing lists.
2. Bidder or subcontractor(s) shall advertise within media that caters to minorities, i.e. journals, periodicals, newspapers, radio, television and other forms.
3. Bidder or subcontractor(s) shall use the services available through private and public organizations to identify capable minority enterprises.
4. Bidder or subcontractor(s) shall keep a record of those businesses that responded to a formally advertised solicitation for contract work.
5. Bidder or subcontractor(s) shall maintain a record of any negotiations with minority businesses.
6. Bidder or subcontractor(s) shall secure their own list of Minority Business Enterprises; however, the listing maintained by the Clermont Metropolitan Housing Authority shall be made available as requested by the bidder or subcontractors.

i. Percentage Calculation

Percentage of the Minority Business Enterprise (MBE) participation will be determined by the Clermont Metropolitan Housing Authority in the following manner.

1. The MBE dollar amount for each subcontract and/or purchasing agreement (suppliers) identified in the bidder's "Minority Business Enterprise Certification" will be calculated as follows:
    - a. MBE CONSTRUCTION CONTRACTORS/SUB- CONTRACTORS will be given credit for all labor, materials related to that labor, reasonable overhead and pro-fit.
    - b. MBE STOCKING SUPPLIERS will be credited for the full amount in-voiced to the purchaser.
    - c. MBE NON-STOCKING SUPPLIERS will be credited with 5% of the full amount invoiced to the purchaser.
    - d. MBE JOINT VENTURES will be credited in the same manner as other MBE firms.
    - e. NON-MBE JOINT VENTURES will receive credit for the proportionate share of MBE participation within the joint venture in the same manner as other MBE firms.
  2. The MBE dollar amount for all subcontract and/or purchase agreements (suppliers) will be added together.
  3. The sum of item 2 above will be divided by the total bid price, and the quotient will be the MBE percentage.
  4. The Clermont Metropolitan Housing Authority reserves the right to request satisfactory documentation of ownership and any portion thereof, of any bidder or business enterprise identified on the Minority Business Enterprise Certification. The responsibility of the timely submission of such documentation as may be required by CMHA is the sole responsibility of the bidder.
13. Add the following to paragraph 40, c)
- c), 1. 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 positions; and the anticipated date the work shall begin.

END OF SUPPLEMENTAL GENERAL CONDITIONS



## CONTRACT

PURCHASE ORDER NO. CMHA-\_\_\_\_\_  
SUBJECT: CFP 501.19 & 501.21

THIS CONTRACT entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022 by the Clermont Metropolitan Housing Authority, hereinafter called the CMHA and \_\_\_\_\_, a corporation organized and existing under the laws of the State of Ohio, hereinafter called the "Contractor", witnesseth that parties hereto do mutually agree as follows:

ARTICLE 1. Statement of Work and Contract Price. The Contractor shall execute the entire work described in this contract document except to the extent specifically indicated in the contract documents to be the responsibility of others, for the consideration of \_\_\_\_\_ and no/Dollars \_\_\_\_\_ in strict accordance with the specifications and drawings, all of which are made a part hereof, subject to additions and deductions as provided in the contract documents.

ARTICLE 2. Time of Completion. The work shall be commenced on a date to be specified in a written order of CMHA, and shall be completed within One Hundred twenty (120) consecutive calendar days, after the start date as indicated in the Notice to Proceed.

ARTICLE 3. Liquidated Damages. If the work is not completed in the length of calendar days as specified in Article 2, liquidated damages will be charged to the contractor for every calendar day beyond the established completion date. The liquidated damage charge is established by the HUD General Conditions of the Contract.

ARTICLE 4. Contract Documents. The Contract Documents shall consist of the following component parts:

1. Conditions of this contract (General, Supplemental and other Conditions)
2. Invitation to Bids
3. Instructions to Bidders, including Supplemental Instructions
4. General Requirements
5. Technical Specifications
7. Appendices to the Project Manual
8. Addendum
9. Form of Bid
10. This Instrument
11. Notice to Proceed

This instrument together with the documents enumerated in this Article 4 form the Contract and they are as fully a part of the Contract as if hereto attached or herein repeated. In the event that any provision in any of the component parts of this Contract conflicts with any provision of any other component part, the provision in the component part first enumerated in this Article 4 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two original counterparts the day and year first above written.

(if a corporation) \_\_\_\_\_  
By \_\_\_\_\_  
President \_\_\_\_\_  
(if a partnership) \_\_\_\_\_  
By \_\_\_\_\_  
(if an individual) \_\_\_\_\_  
Trading as \_\_\_\_\_

(NOTE: The following to be completed only if the Contractor is a corporation.)

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ Secretary of the corporation named as Contractor herein; that \_\_\_\_\_, who signed this Contract on behalf of the Contractor, was then \_\_\_\_\_ of the said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_(SEAL)

CLERMONT METROPOLITAN  
HOUSING AUTHORITY:

BY \_\_\_\_\_  
Alicia Morlatt, Executive Director

WITNESS \_\_\_\_\_

## FORM OF PERFORMANCE AND PAYMENT BOND

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That

We the undersigned \_\_\_\_\_ as PRINCIPAL, and \_\_\_\_\_ as SURETY are hereby held and firmly bound unto the Clermont Metropolitan Housing Authority, a body corporate and politic, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, enter into a contract with the Clermont Metropolitan Housing Authority, which said contract is made a part of this bond the same as though set forth herein;

NOW, if the said \_\_\_\_\_ shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials men and laborers, for labor performed and material furnished in the carrying forward, performing or completing of said contract; we agreeing and assenting that this claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The surety hereby stipulates and agrees that no modifications, omissions or additions or forbearance on the part of the Clermont Metropolitan Housing Authority in, or to, the terms of said contract, or in, or to, the plans or Specifications therefore shall, in any way, affect the obligations of the said surety on its bond. Notice to the surety of any such modification, omission, addition or forbearance is hereby waived.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(if a Corporate Principal) \_\_\_\_\_

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
(Seal)

(If a Partnership Principal) \_\_\_\_\_

By \_\_\_\_\_  
(Partner)

(If an Individual Principal) \_\_\_\_\_

Trading as \_\_\_\_\_

(Corporate Surety) \_\_\_\_\_

By \_\_\_\_\_  
(Attorney-in-Fact)

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

(Seal)

The rate of premium on this Bond is \$\_\_\_\_\_ per thousand.

The amount of premium charges: \$\_\_\_\_\_.

(The above must be filled in by a corporate surety).

#### **CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, Secretary of the corporation named as principal in the within bond, certify that \_\_\_\_\_ and \_\_\_\_\_ who signed said bond on behalf of the principal were then \_\_\_\_\_ president and \_\_\_\_\_ secretary of said corporation; that said bond was duly signed for and in behalf of said corporation by authority of its Board of Directors and is within the scope of its corporate power.

(Attach hereto the current Power of Attorney of the person executing this bond for the Surety.)

**SAMPLE LETTER OF CREDIT  
TO BE PRESENTED ON ORIGINAL BANK LETTER HEAD**

DATE: \_\_\_\_\_ L/C NO: \_\_\_\_\_

BENEFICIARY: CLERMONT METROPOLITAN HOUSING AUTHORITY  
65 South Market Street  
Batavia, Ohio 45103

Gentlemen:

We hereby establish our Irrevocable Credit in your favor for the account of:

\_\_\_\_\_  
(Applicant/Bidder)  
for a sum or sums not exceeding a total of \_\_\_\_\_ (\$\_\_\_\_\_).

Expiration Date: \_\_\_\_\_ (Completion date as determined by Notice to Proceed plus two-hundred seventy (270) days.) Available by your Draft on \_\_\_\_\_ Bank at sight when drawn in accordance with the terms and conditions by documents listed below:

Signed statement by the beneficiary that \_\_\_\_\_ (contractor) has failed to perform, complete and satisfy the terms and conditions of its work for:  
\_\_\_\_\_ as specified in the Contract  
Documents enumerated in the contract for this work at \_\_\_\_\_.

All Drafts drawn under this credit must be endorsed on reverse side hereof, and presentation of each Draft, if negotiated, shall be a warranty by the negotiating Bank that such endorsement has been made and that documents have been forwarded as herein required.

We hereby engage with the drawers, endorsers, and bonafide holders of all such drafts drawn under and in compliance with the terms of this letter of credit that such drafts will be duly honored upon presentation and delivery of documents as specified to

\_\_\_\_\_ Bank at \_\_\_\_\_ (address), if negotiated or presented on or before \_\_\_\_\_ (expiration date).

This Letter of Credit is subject to and governed by the Uniform Customs and Practices for Documentary Credits (1983 Revision) of the International Chamber of Commerce (Publication No. 400) as amended from time to time.

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

\_\_\_\_\_  
Bank Officer and Title

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## SECTION 01010 - SUMMARY

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:
1. Work covered by the Contract Documents.
  2. Work phases.
  3. Work under other contracts.
  4. Use of premises.
  5. Owner's occupancy requirements.
  6. Specification formats and conventions.

#### 1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Site work, interior and exterior work at the following project locations:

2911 Batavia-Williamsburg Pike Batavia, Ohio 45103 (Williamsburg Woods)  
2173 East Ohio Pike (S.R. 125) Monroe, Ohio 45102  
155 North Sixth Batavia, 45103  
205 South Bethel, 45106  
221 South Bethel, 45106  
527 South Union Bethel, 45106  
650 Charwood Cincinnati, 45244  
3317 Ohio Bethel, 45106  
4702 Tealtown Milford, 45150  
5696 Longfield Milford, 45150  
5737 Lindaway Milford, 45150  
138 Wilmar Williamsburg, 45176  
517 Odin Cincinnati, 45244  
1505 Meadowbrook Loveland, 45140  
3471 State Route 132 Amelia, 45102  
3493 Virginia Amelia, 45102

- B. Owner:  
Clermont Metropolitan Housing Authority  
65 South Market Street  
Batavia, Ohio 45103  
(513) 732-6010

Executive Director: Alicia Morlatt

- C. Architect:  
Creative Housing Solutions, Inc.  
935 Lenox Place, Cincinnati, Ohio 45229  
(513) 961-4400

Project Architect: Brian T. Yacucci, RA, NCARB  
Architect of Record: Donald L. Dudrow, Jr., RA, NCARB, AIA, CEM.

- D. The Work generally consists of, but is not limited to, the following. Refer to the Project Manual Specifications and Drawings for additional project requirements and work to be performed under this contract.
  - a. Replacement and reconfiguration of kitchen cabinets and countertops at ten (10) scattered site houses
  - b. Replacement of all siding, trim, fascia, soffits, gutters, downspouts, and accessories at seven (7) scattered sites houses
  - c. Replacement of all soffit, trim, gutters, downspouts, and accessories at Williamsburg Woods and Monroe Woods
  - d. Miscellaneous work as noted on drawings
- E. Project will be constructed under one general contract. The contract period shall be 120 calendar days from the date of the Notice to Proceed.
- F. Owner Salvage Rights- The owner shall have the right to salvage any and all components and equipment. Any items rejected by the owner shall be properly disposed of by the contractor.

### 1.3 WORK UNDER OTHER CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.
- B. Contract Documents: Project Manual and Drawings.
- C. Discrepancies: If a discrepancy occurs between the drawings and the specifications the more expensive material, means or method shall be utilized. Contractor shall report all discrepancies to the architect immediately.

### 1.4 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations. The buildings and sites will be occupied during the contract period. The Contractor's use of the site will limited to areas of work, as approved by the Owner prior to construction.
- B. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and contents during construction period.

### 1.5 OWNER'S OCCUPANCY REQUIREMENTS

- A. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of the site/buildings, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
  - 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
  - 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
  - 3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of building.
  - 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.



- B. General: Contractor shall have use of premises designated for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- C. Unit Acceptance: All work in the units to be inspected must be completed prior to calling for inspection. The Contractor is allowed one (1) punch-inspection and one (1) final inspection for each unit. If more than two (2) inspections are required for a particular unit due to the Contractor's failure to satisfactorily complete the punch list items, the Contractor will be charged \$850 per unit. This amount will be deducted from any contract amounts due the Contractor.

#### 1.6 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.
  - 1. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred, as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
  - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
    - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

#### 1.7 PERMITS

- A. Permits, licenses, and Certificates: The Contractor is responsible for the cost of any and all permits, inspections, licenses and other regulatory requirements associated with this project. The Contractor shall pay for and obtain any; Building, Plumbing, HVAC, Electrical, Zoning, and environmental permits and inspections required for this work. The cost of these permits, inspections, licenses and other regulatory requirements shall be included in the Base Bid.
- B. The Contractor shall be responsible for complying with all applicable codes and regulations governing the work of this contract, regardless of whether the scope of work required for compliance is described on the drawings, or described in the specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01010

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## SECTION 01027 - APPLICATIONS FOR PAYMENT

### 1.1 GENERAL

- A. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts. The application for payment shall comply with HUD 5370, paragraph 27.
- B. Schedule of Values: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
    - a. Contractor's Construction Schedule.
    - b. Application for Payment forms, including Continuation Sheets.
    - c. List of subcontractors.
    - d. List of products.
    - e. List of principal suppliers and fabricators.
    - f. Schedule of submittals.
  - 2. Submit the Schedule of Values at the earliest possible date but no later than 14 days before the date scheduled for submittal of the initial Applications for Payment.
- C. Format and Content: Use HUD 51000 Schedule of Values as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.
  - 1. Include the following Project identification:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Provide a breakdown of the Contract Sum in sufficient detail to facilitate evaluation of Applications for Payment. Break down the schedule by project. Break subcontract amounts down into several line items. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
  - 3. Provide a separate line item for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.
  - 4. If payment for stored materials will be requested. Provide separate line items for initial cost of the materials, for each subsequent stage of completion, and for total installed value.
  - 5. Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives change the Contract Sum.
- D. Applications for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.

- E. Payment-Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated in the Agreement.
- F. Payment-Application Forms: Use provided HUD documents as the form for Applications for Payment.
- G. Application Preparation: Complete every entry, including notarization and execution by a person authorized to sign on behalf of the Contractor. The Architect will return incomplete applications without action.
  - 1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
  - 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- H. Transmittal: Submit 3 executed original copies of each Application for Payment to the Architect. One copy shall be complete, including waivers of lien, affidavits, and similar attachments.
  - 1. Transmit each copy with a transmittal listing attachments and recording appropriate information related to the application.
- I. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of lien from every entity who may file a lien arising out of the Contract and related to the Work covered by the payment.
  - 1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit final or full waivers.
  - 3. Submit each Application for Payment with Contractor's waiver of lien for the period of construction covered by the application.
    - a. Submit final Applications for Payment with final waivers from every entity involved with performance of the Work covered by the application who may file a lien.
  - 4. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.
- J. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. List of principal suppliers and fabricators.
  - 3. Schedule of Values.
  - 4. Contractor's Construction Schedule (preliminary if not final).
  - 5. Submittal Schedule (preliminary if not final).
  - 6. List of Contractor's staff assignments.
  - 7. Copies of building permits.
  - 8. Copies of licenses from governing authorities.
  - 9. Certificates of insurance and insurance policies.
  - 10. Payroll documents.
  - 11. Performance and payment bonds.
- K. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

1. Administrative actions and submittals that shall precede or coincide with this application include the following:
  - a. Occupancy permits.
  - b. Warranties and maintenance agreements.
  - c. Test/adjust/balance records.
  - d. Maintenance instructions.
  - e. Meter readings.
  - f. Payroll documents.
  - g. Final cleaning.
  - h. Application for reduction of retainage and consent of surety.
- L. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
  1. Completion of Project closeout requirements.
  2. Completion of items specified for completion after Substantial Completion.
  3. Transmittal of Project construction records to the Owner.
  4. Certified property survey.
  5. Proof that taxes, fees, and similar obligations were paid.
  6. Removal of temporary facilities and services.
  7. Final payroll documents.
- 1.2 PRODUCTS (Not Applicable)
- 1.3 EXECUTION (Not Applicable)

END OF SECTION 01027

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## SECTION 01040 - COORDINATION & SCHEDULING

### 1.1 GENERAL

- A. This Section includes requirements for coordinating construction operations including, but not necessarily limited to, the following:
  - 1. Coordination drawings.
  - 2. Administrative and supervisory personnel.
  - 3. Required scheduling and milestones.
  - 4. Work in occupied units
  - 5. Cleaning and protection.

### 1.2 COORDINATION & SCHEDULING

- A. Coordinate construction to assure efficient and orderly installation of each part of the Work. Coordinate operations that depend on each other for proper installation, connection, and operation.
  - 1. Schedule operations in the sequence required to obtain the best results where installation of one part depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to assure maximum accessibility for maintenance, service, and repair.
  - 3. Make provisions to accommodate items scheduled for later installation.
- B. Where necessary, prepare memoranda for distribution to each party involved, outlining procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
  - 1. Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required procedures with other activities to avoid conflicts and assure orderly progress. Such activities include, but are not limited to, the following:
  - 1. Preparation of schedules.
  - 2. Delivery and processing of submittals.
  - 3. Progress meetings.
  - 4. Project close-out activities.
- D. Conservation: Coordinate construction to assure that operations are carried out with consideration for conservation of energy, water, and materials.
  - 1. Salvage materials and equipment involved in performance of, but not incorporated in, the Work.
- E. Occupied Units: The Contractor shall assume that all units will be occupied during this work. Because the units will be occupied, it is essential that all work is sequenced, coordinated, and scheduled in such a manner that will minimize inconvenience to the residents. The Contractor shall be responsible for relocation of tenant furniture affecting the work. Tenants shall be responsible for moving belongings and emptying breakable items from furniture.

- F. Inspections: The architect shall be notified at least 72 hours prior to performing the following stages of work.

None

- G. Scheduling: The Contractor shall prepare and submit for review, a detailed construction schedule in accordance with Section 01300, indicating all work and sequencing. The schedule shall be maintained and updated by the Contractor at least every month to reflect actual conditions. Liquidated damages of \$100.00 per calendar day per development not completed within 120 calendar days of the Notice to Proceed date. Consideration may be given for weather related delays, but only as stipulated in HUD 5370. No work is permitted on Saturday, Sunday or national Holidays. Note that no bonuses or additional compensation will be made for exceeding the indicated completion goal. The Contractor is responsible for scheduling work in a manner that will minimize disruption of the Owner's operations and those of the residents. Unless specifically noted, the work and sequence may be scheduled at the contractors convenience provided the submitted schedule reflects the actual events.
- H. Staff Names: Within 15 days of commencement of construction, submit a list of the Contractor's staff assignments, including the superintendent and other personnel at the Project Site. Identify individuals and their responsibilities. List their addresses and telephone numbers.

1.3 PRODUCTS (Not Applicable)

1.4 EXECUTION

- A. Inspection of Conditions: Require Installers of major components to inspect substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected.
- B. Coordinate temporary enclosures with inspections and tests to minimize the need to uncover completed construction.
- C. Clean and protect construction in progress and adjoining materials, during handling and installation. Apply protective covering to assure protection from damage.
- D. Limiting Exposures: Supervise construction to assure that no part is subject to harmful, dangerous, or damaging exposure. Such exposures include, but are not limited to, the following:
1. Excessive static or dynamic loading.
  2. Excessive internal or external pressures.
  3. Excessively high or low temperatures.
  4. Water or ice.
  5. Solvents and chemicals.
  6. Abrasion.
  7. Soiling, staining, and corrosion.
  8. Combustion.

END OF SECTION 01040



## SECTION 01045 - CUTTING AND PATCHING

### 1.1 GENERAL

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.
  - 1. Obtain approval before cutting and patching the following structural elements:
    - a. Foundation construction.
    - b. Bearing and retaining walls.
    - c. Timber and primary wood framing.
- B. Operational Limitations: Do not cut and patch operating elements in a manner that would reduce their capacity to perform as intended. Do not cut and patch operating elements in a manner that would increase maintenance or decrease operational life or safety.
  - 1. Obtain approval before cutting and patching the following operating elements or safety related systems:
    - a. Primary operational systems and equipment.
    - b. Fire protection systems.
    - c. Electrical wiring systems.
- C. Visual Requirements: Do not cut and patch exposed construction in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities. Do not cut and patch in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner.
- D. Existing Warranties: Replace, patch, and repair material and surfaces cut or damaged in such a manner as not to void warranties.

### 1.2 PRODUCTS

- A. Use materials identical to existing materials. Use materials that visually match adjacent surfaces to the fullest extent possible if identical materials are unavailable. Use materials whose performance will equal that of existing materials.

### 1.3 EXECUTION

- A. Examine surfaces to be cut and patched and conditions under which work is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, take corrective action.
  - 1. Before proceeding, meet with parties involved. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- B. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect existing construction to prevent damage. Provide protection from adverse weather conditions for portions that might be exposed during cutting and patching operations.

- D. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- E. Performance: Employ skilled workmen. Proceed at the earliest feasible time and complete without delay.
  - 1. Cut construction to install other components or perform other construction and subsequent fitting and patching required to restore surfaces to their original condition.
- F. Cutting: Cut using methods that will not damage elements retained or adjoining construction. Comply with the original Installer's recommendations.
  - 1. Use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. To avoid marring finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.
- G. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
  - 1. Inspect and test patched areas to demonstrate integrity of the installation.
  - 2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
  - 3. Where removing walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform color and appearance. Remove floor and wall coverings and replace with new materials to achieve uniform color and appearance.
    - a. Where patching occurs in a smooth painted surface, extend final paint coat over entire surface containing the patch after the area has received primer and second coat.
  - 4. Patch, repair, or rehang gypsum wallboard as necessary to provide an even-plane surface of uniform appearance. All gypsum wallboard patches shall be repainted by contractor. Paint shall be furnished by owner.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar items. Clean piping, conduit, and similar features before applying paint or finishing materials. Restore damaged pipe covering to its original condition.

END OF SECTION 01045

Section 01094 - Wage Determination

PART 1 - GENERAL

1.01 Definition

- A. The prevailing wages shall be paid for a legal day's work to laborers, workmen or mechanics engaged in work under this contract, at the site of the Project, in the trade or occupation listed.

2.01 Wage Rates

- A. The following pages are the prevailing rates of wages to be paid on this Project as determined by the U. S. Department of Labor. It shall be the contractor's responsibility to verify and certify the accuracy of the wages and report it on forms provided by the Clermont Metropolitan Housing Authority.

- B. Little Davis-Bacon Preemption Rule

Any State rate that exceeds the corresponding Federal rate is inapplicable and shall not be enforced.

End of Section 01094

"General Decision Number: OH20220028 03/11/2022

Superseded General Decision Number: OH20210028

State: Ohio

Construction Type: Residential

Counties: Clermont and Warren Counties in Ohio.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered   into on or after January 30,   2022, or the contract is   renewed or extended (e.g., an   option is exercised) on or   after January 30, 2022:             	. Executive Order 14026   generally applies to the   contract.   . The contractor must pay   all covered workers at   least \$15.00 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 2022. 
If the contract was awarded on   or between January 1, 2015 and   January 29, 2022, and the   contract is not renewed or   extended on or after January   30, 2022:             	. Executive Order 13658   generally applies to the   contract.   . The contractor must pay all   covered workers at least   \$11.25 per hour (or the   applicable wage rate listed   on this wage determination,   if it is higher) for all   hours spent performing on   that contract in 2022. 

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/18/2022
2	02/25/2022
3	03/11/2022

BROH0018-007 06/01/2021

	Rates	Fringes
BRICKLAYER.....	\$ 30.87	15.87

ELEC0212-004 11/29/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 37.04	20.64

ENGI0018-027 05/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Bulldozer).....	\$ 37.02	15.20

ENGI0066-026 06/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR Crane.....	\$ 22.08	19.66

LABO0265-004 06/01/2018

	Rates	Fringes
LABORER (Mason Tender-Brick).....	\$ 20.25	16.20

PAIN0707-001 05/01/2019

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 23.91	16.55

PLAS0109-006 05/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 28.86	17.11

SFOH0669-007 04/01/2021

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 39.25	25.81

\* SHEE0033-016 03/01/2022

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 28.84	9.42

SUOH2012-030 07/20/2012

	Rates	Fringes
CARPENTER.....	\$ 27.29	0.00
LABORER: Common or General.....	\$ 23.19	0.00
OPERATOR: Backhoe/Excavator.....	\$ 25.25	9.38
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 29.49	11.16
PLUMBER.....	\$ 20.00	5.52
ROOFER.....	\$ 19.22	0.00

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 <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

## Union Average Rate Identifiers

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

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

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## WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

Wage and Hour Administrator



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

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

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

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

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

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END OF GENERAL DECISIO"

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## SECTION 01210 - ALLOWANCES

### 1.1 GENERAL

- A. Summary: Certain materials and equipment and, in some cases, installation are specified in the Contract Documents by allowances. Allowances have been established to defer identification of exact work locations to a later date when additional information is available. Additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Contingency allowances.
- C. Related Sections include the following:
  - 1. Division 1 Section "Unit Prices" for procedures for using unit prices.
- D. Selection and Purchase: At the earliest practical date after award of the Contract, advise Architect of the date when selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
  - 1. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- E. Submittals: Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
  - 1. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- F. Contingency Allowances: Use the contingency allowance only as directed for Owner's purposes and only when documented by Field Orders that indicate amounts to be charged to the allowance. Include all costs associated with the Contingency Allowances indicated in the following Schedule in the Base Bid amount.
  - 1. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are a part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
  - 2. Field Orders issued by the Architect will authorize use of the contingency allowance amounts.
  - 3. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.
- G. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
  - 1. Prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

### 1.2 PRODUCTS (Not Used)

1.3 EXECUTION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.
- B. Preparation: Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.
- C. Schedule of Allowances: The following allowances are in addition to all items indicated in the Project Manual and Drawings:
  - 1. CFP 501.19 - Allowance No. 1: Include Allowance for replacement of 480 LF wood gutter or rake trim per 06100.
  - 2. CFP 501.21 - Allowance No. 2: Include Allowance for replacement of 80 LF wood gutter or rake trim per 06100.

END OF SECTION 01210

## SECTION 01230 - ALTERNATES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

#### 1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. The credit for each alternate is the net deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

#### 1.3 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Deduct Alternates is included below

**Deduct Alternate #1** – Deduct from the Base Bid replacement of all above-ground PVC downspout piping at Williamsburg Woods and Monroe Woods for CFP 501.19. All other below grade piping, aluminum downspout piping, and transitions to remain in contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01230

## SECTION 01270 - UNIT PRICES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.

#### 1.2 DEFINITIONS

- A. Unit price is stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

#### 1.3 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A list of unit prices is included at the end of this Section. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 LIST OF UNIT PRICES

A. Unit Prices

1. Provide unit pricing to furnish and install the following items as specified:

Unit Price #1 – Replace 1LF of damaged wood gutter or rake board per Specification Section 06100. \$ \_\_\_\_\_/LF

Unit Price #2 – Replace brake metal trim around 3'x5' window per Specification Section 07620. \$ \_\_\_\_\_/EA

Unit Price #3 – Replace 1LF underground schedule 40 PVC drainage piping. \$ \_\_\_\_\_/SF



## SECTION 01300 - SUBMITTALS

### 1.1 GENERAL

- A. Submittal Procedures: Coordinate submittal preparation with construction, fabrication, other submittals, and activities that require sequential operations. Transmit in advance of construction operations to avoid delay.
1. Coordinate submittals for related operations to avoid delay because of the need to review submittals concurrently for coordination. The Architect reserves the right to withhold action on a submittal requiring coordination until related submittals are received.
  2. Processing: Allow 2 weeks for initial review. Allow more time if the Architect must delay processing to permit coordination. Allow 2 weeks for reprocessing.
    - a. No extension of Contract Time will be authorized because of failure to transmit submittals sufficiently in advance of the Work to permit processing.
  3. Submittal Preparation: Place a permanent label on each submittal for identification. Provide a 4-by 5-inch (100- by 125-mm) space on the label or beside title block to record review and approval markings and action taken. Include the following information on the label for processing and recording action taken.
    - a. Project name.
    - b. Date.
    - c. Name and address of the Architect.
    - d. Name and address of the Contractor.
    - e. Name and address of the subcontractor.
    - f. Name and address of the supplier.
    - g. Name of the manufacturer.
    - h. Number and title of appropriate Specification Section.
    - i. Drawing number and detail references, as appropriate.
  4. Submittal Transmittal: Package each submittal appropriately. Transmit with a transmittal form. The Architect will not accept submittals from sources other than the Contractor. Submittals may be transmitted via email. Facsimile submissions will not be accepted.
  5. Transmittal Form: Use AIA Document G810. On the form, record requests for data and deviations from requirements. Include Contractor's certification that information complies with requirements.
- B. Contractor's Construction Schedule: Prepare a horizontal bar-chart-type, contractor's construction schedule. Provide a separate time bar for each activity and a vertical line to identify the first working day of each week. Use the same breakdown of Work indicated in the "Schedule of Values." Indicate estimated completion in 10 percent increments. As Work progresses, mark each bar to indicate actual completion. Refer to Section 01040 for additional instructions.
1. Submit within 14 days of the date established for "Commencement of the Work."
  2. Schedule work by development.
  3. Prepare the schedule on reproducible media, of width to show data for the entire construction period.

4. Secure performance commitments from parties involved. Coordinate each element with other activities; include minor elements involved in the Work. Show each activity in proper sequence. Indicate sequences necessary for completion of related Work.
  5. Coordinate with the Schedule of Values, list of subcontracts, Submittal Schedule, payment requests, and other schedules.
  6. Indicate completion in advance of Substantial Completion. Indicate Substantial Completion to allow time for the Architect's procedures necessary for certification of Substantial Completion.
  7. Phasing: Show how phased completion affects the Work.
  8. Indicate critical paths and float periods.
  9. Work Stages: Indicate important stages for each portion of the Work.
  10. Area Separations: Provide a separate time bar to identify each construction area for each portion of the Work. Indicate where each element must be sequenced with other activities.
- C. Daily Construction Reports: Prepare a daily report recording events at the site. Submit duplicate copies to the Architect, if requested, at weekly intervals. Payment may be withheld or delayed until reports are received. Include the following information:
1. List of subcontractors at the site.
  2. High and low temperatures, general weather conditions.
  3. Accidents and unusual events.
  4. Stoppages, delays, shortages, and losses.
  5. Meter readings and similar recordings.
  6. Emergency procedures.
  7. Orders and requests of governing authorities.
  8. Services connected, disconnected.
  9. Equipment or system tests and startups.
  10. Substantial Completions authorized.
- D. Shop Drawings: Submit newly prepared information drawn to scale. Indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information. Include the following information:
1. Dimensions.
  2. Identification of products and materials included by sheet and detail number.
  3. Compliance with standards.
  4. Notation of coordination requirements.
  5. Notation of dimensions established by field measurement.
  6. Sheet Size: Except for templates and full-size Drawings, submit one correctable, reproducible print and one blue- or black-line print on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 36 by 48 inches (890 by 1220 mm). The Architect will return the reproducible print.
    - a. Do not use Shop Drawings without an appropriate final stamp indicating action taken.
- E. Product Data: Collect Product Data into a single submittal for each element of construction. Mark each copy to show applicable choices and options. Where Product Data includes information on several products, mark copies to indicate applicable information.
1. Include the following information:
    - a. Manufacturer's printed recommendations.
    - b. Compliance with trade association standards.
    - c. Compliance with recognized testing agency standards.

- d. Application of testing agency labels and seals.
  - e. Notation of dimensions verified by field measurement.
  - f. Notation of coordination requirements.
- 2. Submittals: Submit 3 copies. The Architect will retain one forward one to the Owner and return the other marked with action taken.
  - a. Unless noncompliance with Contract Documents is observed, the submittal serves as the final submittal.
- 3. Distribution: Furnish copies to installers, subcontractors, suppliers, and others required for performance of construction activities. Show distribution on transmittal forms. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
  - a. Do not use unmarked Product Data for construction.
- F. Samples: Submit full-size Samples cured and finished as specified and identical with the material proposed. Mount Samples to facilitate review of qualities.
  - 1. Include the following:
    - a. Specification Section number and reference.
    - b. Generic description of the Sample.
    - c. Sample source.
    - d. Product name or name of the manufacturer.
    - e. Compliance with recognized standards.
    - f. Availability and delivery time.
  - 2. Submit Samples for review of size, kind, color, pattern, and texture, for a check of these characteristics, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed. Where variations are inherent in the material, submit at least 3 units that show limits of the variations.
    - a. Refer to other Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar characteristics.
    - b. Refer to other Sections for Samples to be incorporated in the Work. Samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of Sample submittals.
    - c. Samples not incorporated into the Work, or designated as the Owner's property, are the Contractor's property and shall be removed from the site.
  - 3. Preliminary Submittals: Submit a full set of choices where Samples are submitted for selection of color, pattern, texture, or similar characteristics from standard choices. The Architect will review and return submittals indicating selection and other action.
  - 4. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit 3 sets. One set will be returned marked with the action taken. Maintain sets of Samples, at the Project Site, for quality comparison.
    - a. Unless noncompliance with Contract Documents is observed, the submittal may serve as the final submittal.

- b. Sample sets may be used to obtain final acceptance of the construction associated with each set.
  - 5. Distribution of Samples: Distribute additional sets to subcontractors, manufacturers, and others as required for performance of the Work. Show distribution on transmittal forms.
- G. Quality Assurance Submittals: Submit quality-control submittals, including design data, certifications, manufacturer's instructions, and manufacturer's field reports required under other Sections of the Specifications.
  - 1. Certifications: Where certification that a product or installation complies with specified requirements is required, submit a notarized certification from the manufacturer certifying compliance.
    - a. Signature: Certification shall be signed by an officer authorized to sign documents on behalf of the company.
- H. Architect's Action: Except for submittals for the record or information, where action and return are required, the Architect will review each submittal, mark to indicate action taken, and return. Compliance with specified characteristics is the Contractor's responsibility.
  - 1. Action Stamp: The Architect will stamp each submittal with an action stamp. The Architect will mark the stamp appropriately to indicate the action taken.
- 1.2 PRODUCTS (Not Applicable)
- 1.3 EXECUTION (Not Applicable)

END OF SECTION 01300

## SECTION 01421 - REFERENCE STANDARDS AND DEFINITIONS

### 1.1 GENERAL

- A. Definitions: Basic contract definitions are included in the Conditions of the Contract.
- B. "Indicated" refers to graphic representations, notes, or schedules on the Drawings; or to other paragraphs or schedules in the Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference. Location is not limited.
- C. "Directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the Architect, requested by the Architect, and similar phrases.
- D. "Approved," when used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract.
- E. "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Provide" means to furnish and install, complete and ready for the intended use.
- G. "Installer" is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.
  - 1. The term "experienced," when used with the term "installer," means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.
  - 2. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter."
- H. "Project site" is the space available to the Contractor for performing construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
- I. "Testing Agencies": A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.
- J. Specification Format: These Specifications are organized into Divisions and Sections based on the 16-division format and CSI/CSC's "MasterFormat" numbering system.

- K. Specification Content: These Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Abbreviated Language: Language used in the Specifications is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be interpolated as the sense requires. Singular words shall be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
  2. Streamlined language is generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.
    - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
- L. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- M. Publication Dates: Comply with the standards in effect as of the date of the Contract Documents.
- N. Copies of Standards: Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source and make them available on request.
- O. Abbreviations and Names: Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-producing organization, authorities having jurisdiction, or other entity applicable to the context of the text provision. Refer to Section 01070, or Gale Research's "Encyclopedia of Associations" or Columbia Books' "National Trade & Professional Associations of the U.S.," which are available in most libraries.
- P. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.2 PRODUCTS (Not Applicable)

1.3 EXECUTION (Not Applicable)

END OF SECTION 01421

## SECTION 01600 – HAZARDOUS MATERIALS

### 1.1 GENERAL

- A. Lead based paint (LBP) and Asbestos Containing Materials (ACM) are not known to exist in areas affected by this work. If suspect material is encountered, the contractor shall immediately notify the Architect.
- B. Available LBP test reports and ACM reports may be obtained from:
  - 1. CMHA Office: 65 South Market Street Batavia, Ohio 45103.
- C. The General Contractor and any and all Subcontractors involved with this project shall familiarize themselves with this Section and the requirements contained herein.

### 1.2 PRODUCTS - not applicable

### 1.3 EXECUTION

- A. The Contractor shall be fully responsible for the proper legal removal and disposal of hazardous materials affected by the work. All work shall be performed by trained individuals in accordance with the requirements of this Section, and all current EPA, federal, state and local laws and regulations.
- B. Common renovation activities like sanding, cutting, and demolition can create hazardous lead dust and chips by disturbing lead-based paint, which can be harmful to adults and children. To protect against this risk, the EPA issued a [rule requiring the use of lead-safe practices](#) and other actions aimed at preventing lead poisoning. Under the rule, contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, dwellings, child care facilities, and schools built before 1978 must be certified and must follow specific work practices to prevent lead contamination. The EPA requires that firms performing renovation, repair, and painting projects that disturb lead-based paint in pre-1978 homes, dwellings, child care facilities and schools be certified by the EPA and that they use certified renovators who are trained by EPA-approved training providers to follow lead-safe work practices. For additional information refer to [www.epa.gov](http://www.epa.gov).

As a result of this EPA Lead-Safe Work Practices rule, the Contractor shall comply with this EPA regulation and include the cost of compliance in the Base Bid unless the test results or EPA criteria for application of this rule permit exemption from the Lead-Safe Work Practices rule.

- C. If the Contractor observes any suspected hazardous (LBP, asbestos or other) containing materials during this work, not identified in owner's reports, he shall immediately notify the Owner. The Owner will investigate and pay for any sampling and testing that may be required.

END OF SECTION 01600

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## SECTION 01631 - SUBSTITUTIONS

### 1.1 GENERAL

- A. Substitutions: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed after award of the Contract are considered requests for substitutions. The following are not requests for substitutions:
1. Revisions to the Contract Documents requested by the Owner.
  2. Specified options included in the Contract Documents.
  3. Contractor's compliance with regulations issued by governing authorities.
- B. Definitions: The terms "or Equal" are intended to be defined as; equivalent in terms of performance and appearance as the specified product as determined by the Architect. Even if the phrase "or Equal" is not used and a specified product or manufacturer is indicated, the Architect will consider the product as an equal to the specified product if it is determined that the produce is equivalent in terms of performance and appearance.
- C. Substitution Request Submittal: The Architect will consider requests for substitution received within 60 days after commencement of the Work. The architect will not review substitutions during the bid period.
1. Submit 3 copies of each request for substitution. Submit requests according to procedures required for change-order proposals.
  2. Identify the product or method to be replaced in each request. Include related Specification Section and Drawing numbers.
  3. Provide documentation showing compliance with the requirements for substitutions and the following information:
    - a. Coordination information, including a list of changes needed to other Work that will be necessary to accommodate the substitution.
    - b. A comparison of the substitution with the Work specified, including performance, weight, size, durability, and visual effect.
    - c. Product Data, including Drawings and descriptions of products and installation procedures.
    - d. Samples, where applicable or requested.
    - e. A statement indicating the effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the substitution on Contract Time.
    - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
    - g. Certification that the substitution conforms to the Contract Documents and is appropriate for the applications indicated.
    - h. The Contractor's waiver of rights to additional payment or time that may become necessary because of the failure of the substitution to perform adequately.
  4. Architect's Action: If necessary, the Architect will request additional information within one week of receipt of a request for substitution. The Architect will notify the Contractor of acceptance or rejection within 2 weeks of receipt of the request. Acceptance will be in the form of a change order.

- a. Use the product specified if the Architect cannot make a decision within the time allocated.

## 1.2 PRODUCTS

- A. Conditions: The Architect will receive and consider a request for substitution when one or more of the following conditions are satisfied. Otherwise, the Architect will return the requests without action except to record noncompliance with these requirements.
  1. Extensive revisions to the Contract Documents are not required.
  2. Changes are in keeping with the intent of the Contract Documents.
  3. The specified product cannot be provided within the Contract Time. The Architect will not consider the request if the specified product cannot be provided as a result of failure to pursue the Work promptly.
  4. The request is related to an "or-equal" clause.
  5. The substitution offers the Owner a substantial advantage, in cost, time, or other considerations, after deducting compensation to the Architect for redesign and increased cost of other construction.
  6. The specified product cannot receive approval by a governing authority, and the substitution can be approved.
- B. The Contractor's submittal and the Architect's acceptance of Shop Drawings, Product Data, or Samples for construction not complying with the Contract Documents do not constitute an acceptable request for substitution, nor do they constitute approval.

## 1.3 EXECUTION (Not Applicable)

END OF SECTION 01631

## SECTION 01700 - CONTRACT CLOSEOUT

### 1.1 GENERAL

- A. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 2 through 16.
- B. Unit Acceptance: The Owner will accept units as being substantially complete upon inspection and certification by the Architect. The Architect will inspect completed units on a bi-weekly basis upon receipt of written 3 days notice by the Contractor. Until the unit is inspected and accepted as being substantially complete, the Contractor will be responsible for damages or loss of the completed work, other than obvious tenant abuse, as determined solely by the Owner.
- C. Substantial Completion of all work at the development: Before requesting inspection for certification of Substantial Completion, complete the following:
  - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the Work claimed as substantially complete.
    - a. Include supporting documentation for completion and an accounting of changes to the Contract Sum.
  - 2. Advise the Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
  - 4. Submit record drawings, maintenance manuals, final project photographs, damage or settlement surveys, property surveys, and similar final record information.
  - 5. Deliver tools, spare parts, extra stock, and similar items.
  - 6. Changeover locks and transmit keys to the Owner.
  - 7. Complete startup testing of systems and instruction of operation and maintenance personnel. Remove temporary facilities, mockups, construction tools, and similar elements.
  - 8. Complete final cleanup requirements, including touchup painting.
  - 9. Touch up and repair and restore marred, exposed finishes.
- D. Inspection Procedures: On receipt of a request for inspection, the Architect will proceed or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
  - 1. The Architect will repeat inspection when requested and assured that the Work is substantially complete.
  - 2. Results of the completed inspection will form the basis of requirements for final acceptance.
- E. Final Acceptance: Before requesting inspection for certification of final acceptance and final payment, complete the following:
  - 1. Final payment request with releases and supporting documentation. Include insurance certificates where required.
  - 2. Submit a statement, accounting for changes to the Contract Sum.
  - 3. Submit a copy of the final inspection list stating that each item has been completed or otherwise resolved for acceptance.
  - 4. Submit consent of surety to final payment.
  - 5. Submit a final settlement statement.

- F. Reinspection Procedure: The Architect will reinspect the Work upon receipt of notice that the Work has been completed, except for items whose completion is delayed under circumstances acceptable to the Architect.
    - 1. Upon completion of reinspection, the Architect will prepare a certificate of final acceptance. If the Work is incomplete, the Architect will advise the Contractor of Work that is incomplete or obligations that have not been fulfilled but are required.
    - 2. If necessary, reinspection will be repeated. Refer to Section 01010 Article 1.1 I for inspection requirements.
  - G. Record Document Submittals: Do not use record documents for construction. Protect from loss in a secure location. Provide access to record documents for the Architect's reference.
  - H. Record Drawings: Maintain a set of prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark the drawing most capable of showing conditions fully and accurately. Give attention to concealed elements.
    - 1. Mark sets with red pencil. Use other colors to distinguish between variations in separate categories of the Work.
    - 2. Organize record drawing sheets into manageable sets. Bind with durable-paper cover sheets; print titles, dates, and other identification on the cover of each set.
  - I. Record Specifications: Maintain one copy of the Project Manual, including addenda. Mark to show variations in Work performed in comparison with the text of the Specifications and modifications. Give attention to substitutions and selection of options and information on concealed construction. Note related record drawing information and Product Data.
    - 1. Upon completion of the Work, submit record Specifications to the Architect for the Owner's records.
  - J. Maintenance Manuals: Organize operation and maintenance data into sets of manageable size. Bind in individual, heavy-duty, 2-inch (51-mm), 3-ring, binders, with pocket folders for folded sheet information. Mark identification on front and spine of each binder. Include the following information:
    - 1. Emergency instructions.
    - 2. Spare parts list.
    - 3. Copies of warranties.
    - 4. Wiring diagrams.
    - 5. Shop Drawings and Product Data.
- 1.2 PRODUCTS (Not Applicable)
- 1.3 EXECUTION
- A. Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires maintenance to provide instruction in proper operation and maintenance. Include a detailed review of the following items:
    - 1. Maintenance manuals.
    - 2. Spare parts, tools, and materials.
    - 3. Lubricants and fuels.
    - 4. Identification systems.
    - 5. Control sequences.
    - 6. Hazards.
    - 7. Warranties and bonds.
    - 8. Maintenance agreements and similar continuing commitments.

- B. As part of instruction for operating equipment, demonstrate the following:
  - 1. Startup and shutdown.
  - 2. Emergency operations and safety procedures.
  - 3. Noise and vibration adjustments.
- C. Final Cleaning: Employ experienced cleaners for final cleaning. Clean each surface or unit provided under this contract, to the condition expected in a normal, commercial building cleaning and maintenance program. Complete the following operations before requesting inspection for certification of Substantial Completion.
  - 1. Remove labels that are not permanent labels.
  - 2. Clean transparent materials, including mirrors and glass. Remove glazing compounds. Replace chipped or broken glass.
  - 3. Clean exposed finishes to a dust-free condition, free of stains, films, and foreign substances. Leave concrete floors broom clean. Vacuum carpeted surfaces.
  - 4. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication. Clean plumbing fixtures. Clean light fixtures and lamps.
- D. Removal of Protection: Remove temporary protection and facilities.
- E. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Remove waste materials and dispose of lawfully.

END OF SECTION 01700

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## SECTION 01740 - WARRANTIES

### 1.1 GENERAL

- A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.
  - 1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- D. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- E. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- F. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- G. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
  - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  - 2. Where the Contract Documents require a special warranty, or similar commitment, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.
- H. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties upon request of the Architect.
  - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within 15 days of completion of that designated portion of the Work.

- I. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution.
  - 1. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- J. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.
  - 2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor.
  - 3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

1.2 PRODUCTS (Not Applicable)

1.3 EXECUTION (Not Applicable)

END OF SECTION 01740



## SECTION 02070 - SELECTIVE DEMOLITION

### 1.1 GENERAL

#### A. Definitions: As follows:

1. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.
2. Remove and Salvage: Items indicated to be removed and salvaged remain the Owner's property. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to Owner's designated storage area.
3. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in locations indicated.
4. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Architect, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

#### B. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

#### C. Photograph or videotape, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by selective demolition operations.

#### D. Regulatory Requirements: Comply with governing EPA notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

#### E. Owner and the Owner's tenants may occupy the building during demolition operations. Conduct selective demolition so that disruption of the Owner's operations will be minimized. Provide not less than 48 hours' notice to Owner of activities that will affect Owner's operations.

#### F. Owner assumes no responsibility for actual condition of buildings to be selectively demolished. The Architect has not located all utilities. The Contractor is responsible for locating, and protecting all utilities, and shall be fully liable and responsible for any damage caused to these utilities by his actions.

#### G. Storage or sale of removed items or materials on-site will not be permitted.

### 1.2 PRODUCTS (Not Applicable)

### 1.3 EXECUTION

#### A. Survey the condition of the building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during selective demolition.

#### B. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

#### C. Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations. Do not interrupt existing utilities (i.e. water, gas, electrical) without 48 hour notice to the affected tenants and owner. Interruption of bathing facilities shall not exceed a single 24 hour period and interruption of toilet use shall not exceed 8 hours in any one dwelling unit. See Division 15 for additional requirements.

- D. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
- E. Conduct demolition operations to prevent injury to people and damage to adjacent buildings, facilities, and site improvements to remain. Ensure safe passage of people around selective demolition area.
  - 1. Do not use torches, or other means that may pose a fire hazard.
  - 2. Protect walls, ceilings, floors, and other existing finish work that are to remain and are exposed during selective demolition operations.
  - 3. Cover and protect furniture, furnishings, and equipment that have not been removed.
- F. Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.
- G. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- H. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before start of selective demolition.
- I. Demolish and remove existing construction only to the extent required by new construction and as indicated.
- J. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations. Maintain required fire separations with temporary fire stops as required. Do not leave demolished fire separation assemblies unattended.
- K. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
- L. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.
- M. Patch and repair floor and wall surfaces in the new space where demolished walls or partitions extend one finished area into another. Provide a flush and even surface of uniform color and appearance.
- N. Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
- O. Disposal: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
  - 1. Do not burn demolished materials.
  - 2. Dispose of demolished materials at designated spoil areas on Owner's property.
  - 3. Transport demolished materials off Owner's property and legally dispose of them.
- P. Sweep, mop, dust and otherwise clean the area on completion of selective demolition operations.
- Q. Change filters on all forced air furnaces upon completion of demolition and dust producing activities.
- R. Selective Demolition Schedule:
  - 1. Remove and demolish affected areas indicated on the drawings and in the specifications and as required to accomplish the new work.

END OF SECTION 02070

## SECTION 02300 - EARTHWORK

### 1.1 GENERAL

- A. Definitions in this Section include the following:
1. Backfill: Soil materials used to fill an excavation.
  2. Fill: Soil materials used to raise existing grades.
  3. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
  4. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
  5. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.
- B. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and then only after arranging to provide temporary utility services according to requirements indicated.

### 1.2 PRODUCTS

- A. Soil Materials: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, and SM, or a combination of these group symbols; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: ASTM D 2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT, or a combination of these group symbols.
1. Backfill: Acceptable Backfill:
    - a. Satisfactory soil materials.
    - b. ODOT Item 310, Grading B.
    - c. B-19 granular fill not exceeding 4" in diameter.
    - d. Crushed recycled concrete or brick not exceeding 4" in diameter.
  2. Fill: Satisfactory soil materials.
- D. Detectable Warning Tape: Polyethylene film warning tape encasing a metallic core, minimum 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility.
- E. Yard Drain: Manufactured by NDS ([www.ndspro.com](http://www.ndspro.com)) 12" x 12" Polypropylene Catch Basin Kit with Galvanized Metal Grate and single outlet. Model Number 1200MTLTK. Or equal. Coordinate drain outlet size with new piping.
1. Dimensions: 12-3/8" x 12-3/8" x 12-15/16" deep
  2. Capacity: 1,250 Square Inches
  3. Flow Rate: Min. 75 gallons per minute

### 1.3 EXECUTION

- A. Preparation: Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Provide erosion- and sedimentation-control measures.
- C. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- D. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
- E. Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions.
  - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
- F. Fill: Place and compact fill material in layers to required elevations.
- G. Compaction: Place backfill and fill materials in layers not more than 12 inches in loose depth for material compacted by heavy compaction equipment, and not more than 6 inches in loose depth for material compacted by hand-operated tampers.
- H. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 1557. Compact to obtain a Minimum Density of 90 percent of Standard Proctor maximum density obtained in the laboratory in accordance with ASTM D 698. Comply with OBC Section 1803.5 and shall have a minimum compressive strength of 2,000 psf with a lateral bearing of 150 psf/f below grade. The Contractor shall coordinate the investigation and testing of compacted soils with the Architect. The Contractor shall comply with the soil condition and compaction requirements stated here-in and on the drawings.
- I. Rough Grading: Uniformly grade areas to a semi-smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated. Grade lawns, walks, and unpaved subgrades to tolerances of plus or minus 2 inches. Seed and straw in accordance with 02920.
- K. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction.
- L. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
- M. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 02300

## SECTION 02920 - LAWNS AND GRASSES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes seeding and sodding where indicated on drawings.

#### 1.2 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Manufactured Soil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- C. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.
- D. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.

#### 1.3 QUALITY ASSURANCE

- A. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.
- B. Topsoil Analysis: Furnish soil analysis by a qualified soil-testing laboratory.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Sod: Harvest, deliver, store, and handle sod according to requirements in TPI's "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" in its "Guideline Specifications to Turfgrass Sodding."

#### 1.5 LAWN MAINTENANCE

- A. Begin maintenance immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:
  - 1. Seeded Lawns: 60 days from date of Substantial Completion.
  - 2. Sodded Lawns: 45 days from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 SEED

- A. Seed Mixture: Provide seed of grass species and varieties, proportions by weight, and minimum percentages of purity, germination, and maximum percentage of weed seed as indicated.

Name	Proportion	Min. %	Max. %	Max weed %
Kentucky Bluegrass ( <i>Poa Pratensis</i> )	20 percent	80	85	0.50
Turf Type Fescue (min. 3 cultivar blend)	80 percent	85	98	0.50

### 2.2 TURFGRASS SOD

- A. Turfgrass Sod: Approved, complying with TPI's "Specifications for Turfgrass Sod Materials" in its "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture, strongly rooted, and capable of vigorous growth and development when planted.
- B. Turfgrass Species: Kentucky Bluegrass and Turf Type Fescue

### 2.3 PLANTING MATERIALS

- A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, a minimum of 4 percent organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth.
1. Topsoil Source: Amend existing in-place surface soil to produce topsoil. Verify suitability of surface soil to produce topsoil. Surface soil may be supplemented with imported or manufactured topsoil from off-site sources.
- B. Inorganic Soil Amendments:
1. Lime: ASTM C 602, Class T or O, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent.
  2. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, with a minimum 99 percent passing through No. 6 sieve and a maximum 10 percent passing through No. 40 sieve.
  3. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
  4. Aluminum Sulfate: Commercial grade, unadulterated.
- C. Organic Soil Amendments
1. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8.
  2. Peat: Finely divided or granular texture, with pH range of 6 to 7.5, containing partially decomposed moss peat, native peat, or reed-sedge peat and having water-absorbing capacity of 1100 to 2000 percent.
  3. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture, free of chips, stones, sticks, soil, or toxic materials.
- D. Fertilizer: For bare areas.
1. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of 1 percent nitrogen and 10 percent phosphoric acid.
  2. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.
  3. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
    - a. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.

4. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
  - a. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.

## 2.4 PLANTING SOIL MIX

- A. Planting Soil Mix: Mix topsoil with the following soil amendments and fertilizers in the following quantities:
  1. Ratio of Loose Compost to Topsoil by Volume: 1:4 .
  2. Weight of Slow-Release Fertilizer per manufacturer's instructions for application

## PART 3 - EXECUTION

### 3.1 LAWN PREPARATION

- A. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 4 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
  1. Apply superphosphate fertilizer directly to subgrade before loosening.
  2. Thoroughly blend planting soil mix off-site before spreading or spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil mix.
  3. Spread planting soil mix to a depth of 4 inches but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
- B. Unchanged Subgrades: If lawns are to be planted in areas unaltered or undisturbed by excavating, grading, or surface soil stripping operations, prepare surface soil as follows:
  1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.
  2. Loosen surface soil to a depth of at least of 1 inch. Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top 1 inch of soil. Till soil to a homogeneous mixture of fine texture.
  3. Remove stones larger than 1 inch in any dimension and sticks, roots, trash, and other extraneous matter.
  4. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.
- C. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future.
- D. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- E. Restore areas if eroded or otherwise disturbed after finish grading and before planting.

### 3.2 SEEDING –

- A. Seeding Bare Soil - Sow seed at the rate of 5 to 8 lb/1000 sq. ft.. Rake seed lightly into top 1/8 inch of topsoil, roll lightly, and water with fine spray.
- B. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose depth over seeded areas. Spread by hand, blower, or other suitable equipment.

- C. Watering Bare Soil Plantings - Ensure that all seeded areas are watered at a rate of 1/8" water every 72 hours either through natural rain or manually, for 30 days.

3.3 SODDING – Sod only where indicated on drawings.

- A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.
- B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.
  - 1. Lay sod across angle of slopes exceeding 1:3.
  - 2. Anchor sod on slopes exceeding 1:6 with wood pegs spaced as recommended by sod manufacturer but not less than 2 anchors per sod strip to prevent slippage.
- C. Saturate sod with fine water spray within two hours of planting. During first week, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches below sod.

3.4 SATISFACTORY LAWNS

- A. Satisfactory Seeded Lawn: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. (0.92 sq. m) and bare spots not exceeding 5 by 5 inches.
- B. Satisfactory Sodded Lawn: At end of maintenance period, a healthy, well-rooted, even-colored, viable lawn has been established, free of weeds, open joints, bare areas, and surface irregularities.
- C. Reestablish lawns that do not comply with requirements and continue maintenance until lawns are satisfactory.

3.5 EDGING

- A. At all walkways, use mechanical or hand edging tool to cut and remove overgrowth from pavement. The edging shall be a minimum of ¼" wide to a depth of 1" minimum. Do not chip, scar, or otherwise damage pavement when performing this work. Dispose of all removed debris off-site.

END OF SECTION 02920



## SECTION 061000 - ROUGH CARPENTRY

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. This Section This Section includes the following:
1. Wood framing.
  2. Wood supports.
  3. Wood blocking.
  4. Wood nailers.
  5. Wood furring.
  6. Wood grounds.
  7. Wood sheathing.
  8. Plywood backing panels.

### PART 2 - PRODUCTS

#### 2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: Provide dressed lumber, S4S, marked with grade stamp of inspection agency.
- B. Engineered Wood Products: Acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.
1. Allowable Design Stresses: Engineered wood products shall have allowable design stresses, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be demonstrated by comprehensive testing.

#### 2.2 TREATED MATERIALS

- A. Preservative-Treated Materials: AWPAC U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.
1. Use treatment containing no arsenic or chromium.
  2. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.
  3. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- B. Provide preservative-treated materials for items indicated on Drawings, and the following:
1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
  2. Wood sills, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
  3. Wood framing members that are less than 18 inches (460 mm) above the ground.

4. Wood floor plates that are installed over concrete slabs-on-grade.

## 2.3 FRAMING

### A. Dimension Lumber:

1. Maximum Moisture Content: 19 percent.
2. Non-Load-Bearing Interior Partitions: No. 1 Mixed southern pine: SPIB; or Western woods: WCLIB or WWPA.
3. Framing Other Than Non-Load-Bearing Interior Partitions: No. 1 Douglas fir south: WWPA; Hem-fir: WCLIB, or WWPA; Douglas fir-larch (north): NLGA; or [Spruce-pine-fir (south): NeLMA, WCLIB, or WWPA.
4. Exposed Framing: Provide material hand-selected for uniformity of appearance and freedom from characteristics, on exposed surfaces and edges, that would impair finish appearance, including decay, honeycomb, knot-holes, shake, splits, torn grain, and wane.
  - a. Species: As specified for framing other than non-load-bearing interior partitions.
  - b. Grade: No. 1.

## 2.4 MISCELLANEOUS LUMBER

- ### A. Miscellaneous Dimension Lumber: Construction, or No. 2 grade with 19 percent maximum moisture content of any species. Provide for nailers, blocking, and similar members.

## 2.5 PLYWOOD BACKING PANELS

- ### A. Equipment Backing Panels: Plywood, Exterior, AC, not less than 3/4-inch (19-mm) nominal thickness.

## 2.6 MISCELLANEOUS PRODUCTS

- ### A. Fasteners: Size and type indicated. Where rough carpentry is exposed to weather, treated lumber, in ground contact, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M or of Type 304 stainless steel.
1. Power-Driven Fasteners: CABO NER-272.
  2. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.
- ### B. Metal Framing Anchors: Structural capacity, type, and size indicated.
1. Use anchors made from hot-dip galvanized steel complying with ASTM A 653/A 653M, G60 (Z180) coating designation for interior locations where stainless steel is not indicated.
  2. Use anchors made from stainless steel complying with ASTM A 666, Type 304 for exterior locations and where indicated.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Do not splice structural members between supports unless otherwise indicated.
- D. Securely attach rough carpentry to substrates, complying with the following:
  - 1. CABO NER-272 for power-driven fasteners.
  - 2. Published requirements of metal framing anchor manufacturer.
  - 3. Table 2304.9.1, "Fastening Schedule," in the IBC and in ICC's International Residential Code for One- and Two-Family Dwellings].

END OF SECTION 061000

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## SECTION 07460 - SIDING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes vinyl siding and vinyl vented soffit
- B. This Section includes shutters, aluminum trim and PVC trim.

#### 1.2 SUBMITTALS

- A. Product Data: For each product indicated.
- B. Samples: Full-size units of each type of siding and trim and in each color, texture, and pattern required.

### PART 2 - PRODUCTS

#### 2.1 SIDING

- A. Formed-Vinyl Siding: Solid vinyl siding (minimum .040 gauge), double 4" and accessories complying with ASTM D 3679.
  - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
  - 2. Products: Subject to compliance with requirements, provide one of the following:
    - a. Alcoa Building Products;
    - b. Alside, Inc.;
    - c. Bird Vinyl Products;
    - d. Certain Teed Corp., Vinyl Building Products Group;
    - e. Crane Plastics;
    - f. Gentek Building Products;
    - g. Georgia-Pacific Corp.;
    - h. Heartland Building Products;
    - i. Norandex, Inc.
    - j. Owens Corning/AmeriMark Building Products, Inc.;
    - k. Reynolds Metals Co.;
    - l. Westlake Royal Building Products;
    - m. Or approved equal.
  - 3. Color and Texture: Up to 3 colors (1 color per address) as selected from manufacturers full range. Colors shall be selected by owner during submittal process.
  - 4. Pattern: Horizontal, Dutch-lap, double 4", style.

## 2.2 SOFFIT

- A. Vinyl Soffit: Perforated (vented) vinyl soffit and accessories complying with ASTM D 4477, **12-inch** exposure in double **6-inch** style or match width of existing soffit area. Field verify all existing conditions.

1. Color and Texture: As selected by owner from manufacturer's full range.

## 2.3 ALUMINUM TRIM

- A. Aluminum fascia, rake and window and door trim: Fabricate per drawings and existing conditions using 0.024-inch coil coated aluminum.

1. Color and Texture: As selected by owner from manufacturer's full range.

2. Size of trim- The new trim shall match the existing trim in shape and size.

## 2.4 ACCESSORIES

- A. Siding Accessories: Provide starter strips, edge trim, corner trim, window head flashing, corner cap, mounting blocks, and other items as recommended by manufacturer and/or indicated in drawings for building configuration; match type of siding.

- B. Fasteners: Noncorrosive aluminum siding nails, in sufficient length to penetrate a minimum of **1 inch** into substrate. Provide prefinished fasteners in color to match siding where face nailing is unavoidable.

## 2.5 SHUTTERS

- C. Traditional louvered Shutter, wood grain texture, 1" thick durable copolymer, 15" wide x height (to match adjacent window); molded through color. Color shall be selected by the owner from manufacturer's full range of colors. The contractor shall assume there will be 2 colors selected.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Coordinate installation with flashings and other adjoining construction to ensure proper sequencing.
- B. Center nails in elongated nailing slots without binding siding to allow for thermal movement. Overlap joints to shed water away from direction of prevailing wind.
- C. Install vinyl siding, soffit, and accessories according to ASTM D 4756.
- D. Install new shutters as recommended and instructed by manufacturer. Provide fasteners appropriate for surface installation.

END OF SECTION 07460

## SECTION 07620 - SHEET METAL FLASHING AND TRIM

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes sheet metal flashing and trim for the following:

1. Roof-drainage systems (gutters and downspouts).
2. Exposed trim, and fascia.
3. Copings.
4. Metal flashing.

#### 1.2 SUBMITTALS

- A. Product Data: For each product indicated.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other Work.
- C. Samples: For each exposed finish.

### PART 2 - PRODUCTS

#### 2.1 METALS

- A. Copper: ASTM B 370; temper H00, cold rolled except where temper 060 is required for forming; not less than 20 oz./sq. ft..
- B. Aluminum: Alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated and with not less than the strength and durability of alloy and temper indicated.
1. Anodized Aluminum Sheet: ASTM B 209, alloy 5005-H14, with a minimum thickness of 0.032 inch.
- C. Stainless-Steel Sheet: ASTM A 167, Type 304, soft annealed, with No. 2D finish, except where harder temper is required for forming or performance; minimum 0.0250 inch thick.
- D. Coil-Coated Galvanized Steel Sheet: Zinc-coated, commercial-quality steel sheet complying with ASTM A 755/A 755M, G 90 coating designation, coil coated with high-performance fluoropolymer coating; not less than 0.0336 inch thick.
1. High-Performance Organic Coating: Fluoropolymer two-coat system with fluoropolymer coat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 605.2.
    - a. Color and Gloss: As selected from manufacturer's full range.

## 2.2 ROOF DRAINAGE

- A. Gutters: 6-inch OG, 0.032-inch aluminum. Color as selected from manufacturer's standard selections.
- B. Downspouts more than 8'-0" Above Grade: 3-inch x 4-inch rectangular, corrugated, 0.027-inch aluminum. Color as selected from manufacturer's standard selections.
- C. Downspouts below 8'-0" Above Grade: 4" schedule 40 round PVC downspout with rectangular adapter to connect aluminum downspout leader and PVC hub at grade, or existing cast or PVC hub if existing.
- D. Rain Gear Accessories:
  - 1. Downspout Clip – 0.042-inch aluminum.
  - 2. Hangers – Concealed combination hanger supporting both the front and back of gutter. 0.081-inch aluminum. Secure to gutter board with screws.

## 2.3 MISCELLANEOUS MATERIALS AND ACCESSORIES

- A. Solder: ASTM B 32, Grade Sn50, used with rosin flux.
- B. Solder for Stainless Steel: ASTM B 32, Grade Sn60, used with an acid flux of type recommended by stainless-steel sheet manufacturer; use a noncorrosive rosin flux over tinned surfaces.
- C. Stainless-Steel Welding Rods: Type recommended by stainless-steel sheet manufacturer for type of metal sheets furnished.
- D. Fasteners: Same metal as sheet metal flashing or other noncorrosive metal as recommended by sheet metal manufacturer. Match finish of exposed heads with material being fastened.
- E. Asphalt Mastic: SSPC-Paint 12, solvent-type, nominally free of sulfur and containing no asbestos fibers, compounded for 15-mil dry film thickness per coat.
- F. Mastic Sealant: Polyisobutylene; nonhardening, nonskinning, nondrying, nonmigrating sealant.
- G. Elastomeric Sealant: As recommended by sheet metal manufacturer and fabricator of components being sealed and complying with requirements specified in Division 7 Section "Joint Sealants ."
- H. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior and interior nonmoving joints, including riveted joints.
- I. Adhesives: Type recommended by flashing sheet metal manufacturer for waterproof and weather-resistant seaming and adhesive application of flashing sheet metal.
- J. Paper Slip Sheet: 5-lb/square red rosin, sized building paper, FS UU-B-790, Type I, Style 1b.
- K. Polyethylene Underlayment: ASTM D 4397, minimum 6-mil- thick black polyethylene film, resistant to decay when tested according to ASTM E 154.
- L. Metal Accessories: Sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of Work, matching or compatible with material being installed; noncorrosive; size and thickness required for performance.



- M. Roofing Cement: ASTM D 4586, Type I, asbestos free, asphalt based.

#### 2.4 FABRICATION, GENERAL

- A. Sheet Metal Fabrication Standard: Fabricate units to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, material, metal thickness, and other characteristics of item indicated.
- B. Fabricate units that fit substrates and result in waterproof and weather-resistant performance once installed. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- C. Form exposed sheet metal without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems.
- D. Seams: Fabricate nonmoving seams in sheet metal with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- E. Seams: Fabricate nonmoving seams in aluminum with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
- F. Expansion Provisions: Space movement joints at maximum of 25 feet with no joints allowed within 24 inches of corner or intersection. Where lapped or bayonet-type expansion provisions in Work cannot be used or would not be sufficiently weatherproof and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).
- G. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards.
- H. Separate metal from noncompatible metal or corrosive substrates by coating concealed surfaces at locations of contact with asphalt mastic or other permanent separation as recommended by manufacturer.
- I. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of sheet metal exposed to public view.
- J. Fabricate cleats and attachment devices from same material as sheet metal component being anchored or from compatible, noncorrosive metal recommended by sheet metal manufacturer.
  - 1. Size: As recommended by SMACNA manual or sheet metal manufacturer for application but not less than thickness of metal being secured.
- K. Aluminum Extrusion Units: Fabricate with formed or extruded-aluminum joint covers for installation behind main members where possible. Fabricate mitered and welded corner units.

#### 2.5 ALUMINUM FINISHES

- A. Class I, Color Anodic Finish: Comply with AAMA 606.1 or AAMA 608.1.
  - 1. Color: As selected from full range of industry colors and densities.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

#### A. General:

1. Unless otherwise indicated, install sheet metal flashing and trim to comply with performance requirements, manufacturer's installation instructions, and SMACNA's "Architectural Sheet Metal Manual."
2. Anchor units of Work securely in place, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install Work with laps, joints, and seams that will be permanently watertight and weatherproof.

#### B. Install exposed units that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.

#### C. Install units to fit substrates and to result in waterproof and weather-resistant performance.

#### D. Expansion Provisions: Accommodate thermal expansion of exposed sheet metal. Space movement joints at maximum of 25 feet with no joints allowed within 24 inches of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently weatherproof and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).

#### E. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-temper edges of sheets to be soldered to a width of 1-1/2 inches, except where pre-tempered surface would show in finished Work.

1. Do not solder aluminum and coil-coated galvanized steel sheet.
2. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.

#### F. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards. Fill joint with sealant and form metal to completely conceal sealant.

1. Use joint adhesive for nonmoving joints specified not to be soldered.

#### G. Seams: Install flat-lock seams at nonmoving seams in aluminum. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.

#### H. Separations: Separate metal from noncompatible metal or corrosive substrates by coating concealed surfaces, at locations of contact, with asphalt mastic or other permanent separation as recommended by manufacturer.

1. Underlayment: Where installing stainless steel or aluminum directly on cementitious or wood substrates, install slip sheet of red-rosin paper and course of polyethylene underlayment.
2. Bed flanges of Work in thick coat of roofing cement where required for waterproof performance.

#### I. Counterflashings: Coordinate installation of counterflashings with installation of assemblies to be protected by counterflashing. Install counterflashings in reglets or receivers. Secure in a waterproof manner by means of snap-in installation and sealant, lead wedges and sealant, interlocking folded seam, or blind rivets and sealant. Lap counterflashing joints a minimum of 2 inches and bed with sealant.

#### J. Roof-Drainage System: Fabricate continuous gutters. Slope to drain a minimum 1/8":12". Install drainage items fabricated from sheet metal, with straps, adhesives, and anchors recommended by SMACNA's Manual or the item manufacturer, to drain roof in the most efficient manner. Coordinate roof-drain flashing installation with roof-drainage

system installation. Provide expansion joint provisions every 50' maximum. Coordinate flashing and sheet metal items for steep-sloped roofs with roofing installation. Refer to drawings for locations and configurations. Provide new concrete splashblock at all downspouts daylighted within 5' of the building foundation.

- K. Roof-Penetration Flashing: Coordinate roof-penetration flashing installation with roofing and installation of items penetrating roof. Refer to Section 07311 for penetration flashing requirements.
- L. Rain Diverters: Install aluminum rain diverters where existing on roof or gutters. Set in roof cement or sealant compatible with roofing membrane.
- M. Immediately after installation, clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.

END OF SECTION 07620

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## SECTION 07920 - JOINT SEALANTS

### 1.1 GENERAL

- A. Storage and Handling: Store and handle in accordance with manufacturers instructions. Prevent from freezing. Do not store or use when temperature and conditions are outside manufacturers limits or below 40 degrees F., or when substrates are wet or damp. Protect from moisture and damage until cured.
- B. Submittals: In addition to Product Data, submit the following:
  - 1. Samples of each type and color of joint sealant required.
  - 2. Test reports for joint sealants evidencing compliance with requirements.

### 1.2 PRODUCTS

- A. Elastomeric Sealant Manufacturers: Subject to compliance with requirements, provide sealants by one of the following:
  - 1. Silicone Sealants:
    - a. Bostik Inc.
    - b. Dow Corning.
    - c. GE Silicones.
    - d. NUCO Industries, Inc.
    - e. Ohio Sealants, Inc.
    - f. Pecora Corporation.
    - g. Polymeric Systems, Inc.
    - h. Sonneborn Building Products Div., ChemRex Inc.
    - i. Tremco.
  - 2. Urethane Sealants:
    - a. Bostik Inc.
    - b. Mameco International.
    - c. W.R. Meadows, Inc.
    - d. Pacific Polymers, Inc.
    - e. Pecora Corporation.
    - f. Polymeric Systems, Inc.
    - g. Sika Corporation.
    - h. Sonneborn Building Products Div., ChemRex Inc.
    - i. Tremco.
- B. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by testing and field experience.
- C. Colors: Provide colors indicated for exposed joint sealants or, if not indicated, as selected by Architect from manufacturer's full range for this characteristic.
- D. Elastomeric Sealant Standard: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant of base polymer specified below:

1. Mildew-Resistant Silicone Sealant: Type S; Grade NS; Class 25; Uses NT, G, A, and O; formulated with fungicide; intended for sealing interior joints with nonporous substrates exposed to high humidity and temperature extremes.
  2. Single-Component Nonsag Urethane Sealant: Type S; Grade NS; and as follows:
    - a. Class 25.
    - b. Uses NT, M, G, A, and O.
- E. Paintable Latex Sealant: ASTM C 834.
- F. Sealant Backings, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- G. Cylindrical Sealant Backings: ASTM C 1330, of type indicated below and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
1. Type C: Closed-cell material with a surface skin.
  2. Type O: Open-cell material.
  3. Type B: Bicellular material with a surface skin.
  4. Type: Any material indicated above.
- H. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint.
- I. Primer: As recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated.

### 1.3 EXECUTION

- A. General: Comply with joint sealant manufacturer's instructions for products and applications indicated. Tool to a uniform, consistent shape. Remove and clean smears.
- B. Apply the indicated type of sealants to the following assemblies.
1. Baths, Kitchens and wet locations - Silicone Sealant.
  2. Exterior Applications - Urethane Sealant.
  4. Interior Applications other than wet locations - Paintable Latex Sealant.
- C. Sealant Installation Standard: Comply with ASTM C 1193.

END OF SECTION 07920

## SECTION 09912 - PAINTING (PROFESSIONAL LINE PRODUCTS)

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes surface preparation and field painting of components as indicated on the drawings. Note: CMHA will supply the finish paint for interior touch-up work. Contractor shall supply exterior paint. Contractor is responsible for cleaning surfaces, priming and installing the finish coats.

#### 1.2 SUBMITTALS

- A. Product Data: For each product indicated.
- B. Samples: For each type of finish-coat material indicated.

#### 1.3 QUALITY ASSURANCE

- A. Benchmark Samples (Mockups): Provide a full-coat benchmark finish sample for each type of coating and substrate required. Comply with procedures specified in PDCA P5.
  - 1. Wall Surfaces: Provide samples on at least 100 sq. ft..
  - 2. Small Areas and Items: Architect will designate items or areas required.
  - 3. Final approval of colors will be from benchmark samples.

#### 1.4 PROJECT CONDITIONS

- A. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain storage containers in a clean condition, free of foreign materials and residue.
- B. Apply waterborne paints only when temperatures of surfaces to be painted and surrounding air are between 50 and 90 deg F.
- C. Apply solvent-thinned paints only when temperatures of surfaces to be painted and surrounding air are between 45 and 95 deg F.
- D. Do not apply paint in snow, rain, fog, or mist; or when relative humidity exceeds 85 percent; or at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.

- B. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:

1. Benjamin Moore & Co. (Benjamin Moore).
2. Coronado Paint Company (Coronado).
3. ICI Paint Stores, Inc. (Dulux Paint).
4. Kelly-Moore Paint Co. (Kelly-Moore).
5. M. A. Bruder & Sons, Inc. (M. A. B. Paint).
6. PPG Industries, Inc. (Pittsburgh Paints).
7. Sherwin-Williams Co. (Sherwin-Williams).
8. Or approved Equal.

## 2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide block fillers, primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
- C. Colors: As selected from manufacturer's full range.

## 2.3 PREPARATORY COATS

- A. Interior Primer: The contractor shall spray Sherwin Williams "PrepRite, ProBlock B49W20 (or equal) quick drying alkyd primer as a smoke lock-down on all fire/smoke damaged surfaces. Prepare surface(s) as recommended by manufacturer. Apply primer sealer as recommended by manufacturer. Clean all surfaces as recommended by manufacturer. For non-damaged fire/smoke surfaces provide interior latex-based or alkyd primer of finish coat manufacturer and recommended in writing by manufacturer for use with finish coat and on substrate indicated.
1. Ferrous-Metal Substrates: Quick drying, rust-inhibitive metal primer.
  2. Zinc-Coated Metal Substrates: Galvanized metal primer.
  3. Where manufacturer does not recommend a separate primer formulation on substrate indicated, use paint specified for finish coat.

## 2.4 INTERIOR FINISH COATS

- A. Interior Flat Acrylic Paint:
1. Benjamin Moore; Moorecraft Super Spec Latex Flat No. 275.
  2. Coronado; 28 Line Super Kote 5000 Latex Flat Paint.
  3. Dulux Paint; 1200-XXXX Dulux Professional Velvet Matte Interior Flat Latex Wall & Trim Finish.
  4. Kelly-Moore; 450 Pro-Wall Interior Flat Latex Wall Paint.
  5. M. A. B. Paint; Fresh Kote Latex Flat 402 Line.
  6. Pittsburgh Paints; 6-70 Line SpeedHide Interior Wall Flat-Latex Paint.
  7. Sherwin-Williams; ProMar 200 Interior Latex Flat Wall Paint B30W200 Series.
  8. Or Equal



B. Interior Flat Latex-Emulsion Size:

1. Benjamin Moore; Moorecraft Super Spec Latex Flat No. 275.
2. Coronado; 28 Line Super Kote 5000 Vinyl Latex Flat Wall.
3. Dulux Paint; 1200-XXXX Dulux Professional Velvet Matte Interior Flat Latex Wall & Trim Finish.
4. Kelly-Moore; 450 Pro-Wall Interior Flat Latex Wall Paint.
5. M. A. B. Paint; Fresh Kote Latex Flat 402 Line.
6. Pittsburgh Paints; 6-70 Line SpeedHide Interior Wall Flat-Latex Paint.
7. Sherwin-Williams; ProMar 200 Interior Latex Flat Wall Paint B30W200 Series.
8. Or Equal

C. Interior Low-Luster Acrylic Enamel:

1. Benjamin Moore; Moorcraft Super Spec Latex Eggshell Enamel No. 274.
2. Coronado; 30-Line Super Kote 5000 Latex Eggshell Enamel.
3. Dulux Paint; 1402-XXXX Dulux Professional Acrylic Eggshell Interior Wall & Trim Enamel.
4. Kelly-Moore; 1610 Sat-N-Sheen Interior Latex Low Sheen Wall and Trim Finish.
5. Kelly-Moore; 1686 Dura-Poxy Eggshell Acrylic Enamel.
6. M. A. B. Paint; Fresh Kote Latex Satin Eggshell Enamel 405 Line.
7. Pittsburgh Paints; 6-400 Series SpeedHide Eggshell Acrylic Latex Enamel.
8. Sherwin-Williams; ProMar 200 Interior Latex Egg-Shell Enamel B20W200 Series.
9. Or Equal

D. Interior Semigloss Acrylic Enamel:

1. Benjamin Moore; Moorcraft Super Spec Latex Semi-Gloss Enamel No. 276.
2. Coronado; 32-Line Super Kote 5000 Latex Semi-Gloss Enamel.
3. Dulux Paint; 1406-XXXX Dulux Professional Acrylic Semi-Gloss Interior Wall & Trim Enamel.
4. Kelly-Moore; 1649 Acrylic-Latex Semi-Gloss Enamel.
5. Kelly-Moore; 1685 Dura-Poxy Semi-Gloss Acrylic Enamel.
6. M. A. B. Paint; Fresh Kote Latex Semi-Gloss 410 Line.
7. Pittsburgh Paints; 6-500 Series SpeedHide Interior Semi-Gloss Latex.
8. Sherwin-Williams; ProMar 200 Interior Latex Semi-Gloss Enamel B31W200 Series.
9. Or Equal

E. Interior Full-Gloss Acrylic Enamel:

1. Benjamin Moore; Moore's IMC Acrylic Gloss Enamel No. M28.
2. Coronado; 414 Line Super Kote 5000 Acrylic High Gloss Enamel.
3. Dulux Paint; 3028-XXXX Dulux Interior/Exterior Acrylic Gloss Finish.
4. Kelly-Moore; 1680 Dura-Poxy Gloss Acrylic Enamel.
5. M. A. B. Paint; Rich Lux Architectural High Gloss Latex Enamel 022-127 Line.
6. Pittsburgh Paints; 6-8534 SpeedHide Interior Latex 100 Percent Acrylic Gloss Enamels.
7. Pittsburgh Paints; 90-374 Pitt-Tech One Pack Interior/Exterior High Performance Waterborne High Gloss DTM Industrial Enamel.
8. Sherwin-Williams; ProMar 200 Interior Latex Gloss Enamel B21W201.
9. Or Equal

F. Interior Semigloss Alkyd Enamel:

1. Benjamin Moore; Moorcraft Super Spec Alkyd Semi-Gloss Enamel No. 271.
2. Coronado; 27-Line Super Kote 5000 Alkyd Semi-Gloss Enamel.
3. Dulux Paint; 1516-XXXX Ultra-Hide Alkyd Semi-Gloss Interior Wall & Trim Enamel.
4. Kelly-Moore; 1630--Kel-Cote Interior Alkyd Semi-Gloss Enamel.
5. M. A. B. Paint; Fresh Kote Semi-Gloss 403 Line.
6. Pittsburgh Paints; 6-1110 Series SpeedHide Interior Enamel Wall & Trim Semi-Gloss Oil.
7. Sherwin-Williams; ProMar 200 Interior Alkyd Semi-Gloss Enamel B34W200 Series.
8. Or Equal

G. Interior Full-Gloss Alkyd Enamel for Gypsum Board and Plaster:

1. Benjamin Moore; Moore's IMC Urethane Alkyd Enamel No. M22.
2. Coronado; 123 Line Super Kote 5000 High Gloss Alkyd Enamel.
3. Dulux Paint; 4308-XXXX Devguard Alkyd Industrial Gloss Enamel.
4. Kelly-Moore; 1700 Kel-Guard Gloss Alkyd Rust Inhibitive Enamel.
5. M. A. B. Paint; Rich Lux Architectural Bright White Enamel 026-127 Line.
6. Pittsburgh Paints; 7-814 Series Pittsburgh Paints Industrial Gloss-Oil Interior/Exterior Enamel.
7. Sherwin-Williams; ProMar 200 Alkyd Gloss Enamel B35W200 Series.
8. Or Equal

H. Interior Full-Gloss Alkyd Enamel for Wood and Metal Surfaces:

1. Benjamin Moore; Moore's IMC Urethane Alkyd Enamel No. M22.
2. Coronado; 123 Line Super Kote 5000 High Gloss Alkyd Enamel.
3. Dulux Paint; 4308-XXXX Devguard Alkyd Industrial Gloss Enamel.
4. Kelly-Moore; 1630--Kel-Cote Interior Alkyd Semi-Gloss Enamel.
5. M. A. B. Paint; Rich Lux Architectural Bright White Enamel 026-127 Line.
6. Pittsburgh Paints; 7-814 Series Pittsburgh Paints Industrial Gloss-Oil Interior/Exterior Enamel.
7. Sherwin-Williams; ProMar 200 Alkyd Gloss Enamel B35W200 Series.
8. Or Equal.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Cleaning of soot, soil, smoke odor, etc. from walls and hard surfaces (including woodwork). At a minimum wash walls with ammonia or trisodium phosphate or approved detergent solution and rinse well. Work cleaning of wall surface from top to bottom. Spray Sherwin Williams "PrepRite B49W20" (or equal product) quick drying alkyd primer as a smoke lock-down on all fire/smoke damaged surfaces. Prepare surfaces as recommended by manufacturer. Apply primer/sealer as recommended by manufacturer. Clean all surfaces as recommended by manufacturer.
- B. Dry surface thoroughly prior to re-painting procedures.
- C. Cleaning of soot, soil, smoke odor, etc. from windows, mirrors and lighting fixtures shall be done with lukewarm suds, adding a little ammonia to both the suds and rinse water.
- D. Cleaning of soot, soil, smoke odor, etc. from plastic surfaces shall be done with lukewarm suds and rinsed with water. Check to make sure there is no melt or fuse of the plastic materials.

- E. Cleaning of soot, soil, smoke odor, etc. from porcelain enamel shall be done with hot suds.
- F. Comply with procedures specified in PDCA P4 for inspection and acceptance of surfaces to be painted.
- G. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
- H. Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- I. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
  - 1. Provide barrier coats over incompatible primers or remove and re-prime.
  - 2. Cementitious Materials: Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
  - 3. Plastic Materials: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.
  - 4. Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.
    - a. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.
    - b. Prime, stain, or seal wood to be painted immediately on delivery. Prime edges, ends, faces, undersides, and back sides of wood, including cabinets, counters, cases, and paneling.
  - 5. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC's recommendations.
    - a. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
    - b. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with same primer as the shop coat.
  - 6. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.
  - 7. Aluminum Surface: Clean aluminum with low pressure water washing with detergent. Brush all siding and trim to loosen dirt. Rinse. Use care not to allow water to enter building.
- J. Material Preparation:
  - 1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
  - 2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.

- K. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
  - 1. Omit primer over metal surfaces that have been shop primed and touchup painted.
  - 2. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance.
- L. Application Procedures: Apply paints and coatings by brush, roller, or other applicators according to manufacturer's written instructions. Do not spray on site. Off site spray painting is acceptable.
- M. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide total dry film thickness of the entire system as recommended by manufacturer.
- N. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
- O. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.

### 3.2 CLEANING AND PROTECTING

- A. At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from Project site.
- B. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.
- C. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.
  - 1. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

### 3.3 EXTERIOR PAINT SCHEDULE

- A. Aluminum:
  - 1. Acrylic-Enamel Finish: Two finish coats over a primer.
    - a. Primer: Exterior aluminum primer under acrylic finishes.
    - b. Finish Coats: Exterior semigloss acrylic enamel.

### 3.4 INTERIOR PAINT SCHEDULE – Note: Apply 1 primer coat and 1 finish coat at all surfaces, provided uniform coverage is achieved. If uniform coverage is not achieved, provide 2 finish coats.

- A. Gypsum Board:
  - 1. Acrylic Finish: One finish coat over a primer.

- a. Primer: Interior gypsum board primer.
- b. Finish Coats: Interior low-luster acrylic semi-gloss.

B. Plaster:

- 1. Acrylic Finish: One finish coat over a primer.
  - a. Primer: Interior plaster primer.
  - b. Finish Coats: Interior low-luster acrylic semi-gloss.

C. Wood and Hardboard:

- 1. Acrylic-Enamel Finish: One finish coat over a primer.
  - a. Primer: Interior wood primer for acrylic-enamel and semigloss alkyd-enamel finishes.
  - b. Finish Coats: Interior semigloss acrylic enamel.

D. Ferrous Metal:

- 1. Acrylic Finish: One finish coat over a primer.
  - a. Primer: Interior ferrous-metal primer.
  - b. Finish Coats: Interior semigloss acrylic enamel.

END OF SECTION 09912

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## SECTION 11310 - RESIDENTIAL APPLIANCES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:

1. Ventilation range hoods.

#### 1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Maintenance data.

#### 1.3 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and approved by manufacturer for installation and maintenance of units required for this Project.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Residential Appliances: Comply with NAECA standards.

#### 1.4 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer of each appliance specified agrees to repair or replace residential appliances or components that fail in materials or workmanship within specified warranty period.
1. Electric Range: Five-year limited warranty for surface-burner elements.
  2. Refrigerator/Freezer: Five-year limited warranty for in-home service on the sealed refrigeration system.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
- B. Exhaust Hood:
1. Products: Broan, General Electric or Sears Brands.
  2. Type: 30-inch, under-cabinet combination hood with duct and self-vent options-refer to drawings.
  3. Exhaust Fan: Two-speed fan. 100 CFM min.
  4. Light: Lighted range hood.
  5. Finish: Baked enamel.
  6. Color: Match existing appliances
  7. Basis of Design: Broan/Nutone BUEZ 130 WW

## EXECUTION

### 2.2 INSTALLATION, GENERAL

- A. Freestanding Equipment: Place units in final locations after finishes have been completed in each area. Verify that clearances are adequate to properly operate equipment.
- B. Install equipment in accordance with manufacturer's printed instructions, including the installation of anti-tip devices, electrical connections, dryer vent and washer plumbing connections, and removal of all packing materials. Provide all necessary power cords, gas lines, and plumbing lines required for a complete installation
- C. Furnish and install new 60w equivalent LED bulb in range hood.
- D. Utilities: Refer to MEP drawings for plumbing and electrical requirements.

END OF SECTION 11310



SECTION 12356 – KITCHEN CASEWORK

1.1 GENERAL

- A. Summary: Provide kitchen and cabinets, countertops, sinks, faucets, and grease splashes where indicated.
- B. Submittals: In addition to product data for each casework and hardware type indicated, submit the following:
  - 1. Shop drawings for casework showing location and size, accessories, materials, finishes, filler panels, and anchorage details.
  - 2. Samples: Submit one full size sample of each type of cabinet, complete with hardware, doors, drawers and shelves for review of fabrication and finish.
- C. Coordinate work with installation of range hood
- D. Field Measurements: Verify casework dimensions by field measurements. Verify casework can be installed in compliance with the original design and referenced standards.

1.2 PRODUCTS

- A. Basis of Design: The contractor shall provide the following or approved equals:
  - 1. Cabinets- Americana "Capital Series" –Wellborn Forest, solid doors routed for raised panel appearance (Price Group 10), color to be selected from the manufacturer's full-range of no less than 8 colors.
- B. Hardwood Plywood: ANSI/HPMA HP hardwood and decorative plywood, Good Grade (1) or better.
- C. Solid Wood: Clear, dry, sound, and free of defects selected from First Grade lumber as defined by NHLA.
- D. Sizes, dimensions, and thicknesses given are minimum dimensions.
- E. Face Frames:  $\frac{3}{4}$ " x  $1\frac{3}{4}$ " kiln dried maple stiles & rails joined with wood screws.
- F. I-Beam Braces:  $\frac{1}{2}$ " plywood dadoed, glued and stapled into face frame and end panels and then stapled to back panel.
- G. End Panels:  $\frac{1}{2}$ " plywood with laminated natural maple wood grain interior and matching laminated exterior wood grain exposed end. For glaze finishes-base color to be used.
- H. Top & Bottoms:  $\frac{1}{2}$ " plywood with laminated natural wood grain.
- I. Adjustable shelves:  $\frac{3}{4}$ " plywood with laminated natural maple wood grain on both sides, front endg is PVC banded. Base cabinet shelves to be  $\frac{1}{2}$  depth of the cabinet.
- J. Backs:  $\frac{3}{8}$ " plywood with laminated natural maple wood grain. Entire  $\frac{3}{8}$ " back panel to be mounting rail.
- K. Toe Space:  $\frac{1}{2}$ " x  $4\frac{1}{2}$ " plywood on base cabinets. Toe space to match cabinet finish.
- L. Drawer Box: Full length, four sided,  $\frac{5}{8}$ " solid wood with  $\frac{3}{16}$ " plywood bottom grooved into four sides. Dovetail joinery on all four sides.
- M. Drawer Guides: Made in America, 75 pound capacity dual undermount, full access with soft close. Lifetime warranty.

- N. Doors: Door styles and rails and drawer fronts constructed of ¾" maple wood.
- O. Hinges: 6-way adjustable, concealed cup hinge, 110 degree opening. Lifetime warranty.
- P. Factory Finishing: To the greatest extent possible, finish casework at factory. Defer only final touch-up until after installation. Exposed surfaces and interior of cabinet shall be factory finished consisting of stain, sealer and polyurethane coats, catalyzed varnish, or an equivalent coating system, lightly sanded between application. Sealer and top coats must be oven dried. Color shall be selected by Designer from manufacturer's standard colors, submit samples. Finish shall be even and uniform in color and shading between face frames and door/ drawers as determined by the Designer. Unacceptable finishes will be rejected and replaced by the Contractor.
- X. Hardware: Comply with ANSI A156.9. Provide nylon or felt noise bumpers at all doors and drawers - min. 2 per. All cabinets shall have 4" wire pull hardware installed at all doors and drawers.
- Y. COUNTERTOP MATERIALS
  - A. Plastic Laminate: High-pressure decorative laminate complying with NEMA LD 3.
    - 1. Grade: HGP
    - 2. Colors, Textures, and Patterns: As selected by Owner and Architect from Plastic Laminate Manufacturer's full range.
  - B. Particleboard: ANSI A208.1, Grade M-2-Exterior Glue.
  - C. Color as selected by architect from full manufacturer's range
  - D. Configuration: Provide countertops with the following front, cove (intersection of top with backsplash), backsplash, and endsplash style:
    - 1. Front: Rolled.
    - 2. Cove: Cove molding (one-piece postformed laminate supported at junction of top and backsplash by wood cove molding).
    - 3. Backsplash: Curved or waterfall shape.
    - 4. Endsplash: Square edge.
- Z. Filler and Trim: Solid lumber finished to match cabinets.
- AA. Grease Guards: 22 ga. Stainless steel sheet, brushed finish. Size: 30" wide x 36" high. Secure with stainless steel screws and washers.
- BB. Kitchen Sink: W:33" x L:33" x D:7.25", Stainless Steel, 22 Gauge. Dayton DD23322 or equal. Coordinate holes with faucet. Provide two (2) new stainless steel drain baskets. Provide new PVC trap and associated plumbing between baskets and wall. Install sink, baskets, and piping per manufacturer's instructions.
- CC. Kitchen Faucet: All metal construction with two-handle, chrome finish, 1.5 gpm, with 1255 Duralast cartridge, Moen Chateau 7906 or equal. Provide new ¼ turn angle stops and supply lines to faucet. Provide escutcheon plates at all supply and waste piping.

### 1.3 EXECUTION

- A. Provide and install casework and countertops where indicated with no variations in flushness of adjoining surfaces using concealed shims. Secure cabinets to wall framing with screws. Where casework abuts other finished work, scribe and cut for accurate, tight fit. Install filler strips where required, whether shown or not. Caulk entire perimeter of cabinet

with clear silicone per Section 07920 prior to installing trim. Provide filler strips, scribe strips, and moldings in finish to match casework face.

- B. Install casework without distortion so that doors fit openings properly and are aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete the installation of hardware and accessories as indicated.
- C. Install casework level and plumb to a tolerance of 1/8 inch in 8 feet.
- D. Fasten unit of casework to adjacent unit and into structural support members of wall construction with #10 sheet metal or wood screws with washer head or washer. Drill pilot holes and take other precautions when mounting to prevent damage to the cabinetry. Split frames or other damage will not be accepted and damaged cabinets will be rejected.
- E. Apply polyurethane to all exposed raw edges prior to installation.
- F. Field cut the sink base cabinet back to provide access to the unit plumbing cut-off valve access panel. The opening shall be square, straight and even, and the edges shall be smooth without splinters or burrs.
- G. Provide and install grease splashes where indicated.
- H. Plastic laminate countertops to be installed in conjunction with new cabinets. Secure countertop to base with screws.
- I. Coordinate the cabinet work with the range hood installation. Install range hood where indicated. Provide NEC compliant electrical circuit where indicated.
- J.. Provide scribe molding at all soffits/bulkheads.
- K. Clean and adjust all cabinetry upon completion

END OF SECTION 12356

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## SECTION 15050 - BASIC MECHANICAL REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this and the other sections of Division 15.

#### 1.2 SUMMARY

- A. This Section includes general administrative and procedural requirements for mechanical installations. The following administrative and procedural requirements are included in this Section to expand the requirements specified in Division 1:
  - 1. Submittals.
  - 2. Delivery, Storage, and Handling.
  - 3. Mechanical installations.

#### 1.3 SUBMITTALS

- A. General: Follow the procedures specified in Division 1 Section "SUBMITTALS."
- B. Provide three sets of all mechanical related shop drawings, product data, and samples submitted, to allow for required distribution.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to the project properly identified with types, grades, compliance labels, and other information needed for identifications.

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION

#### 3.1 MECHANICAL INSTALLATIONS

- A. General: Sequence, coordinate, and integrate the various elements of mechanical systems, materials, and equipment. Comply with the following requirements:
  - 1. Coordinate mechanical systems and materials installation with other building components.
  - 2. Verify all dimensions by field measurements.
  - 3. Arrange for openings in other building components during progress of construction, to allow for mechanical installations.
  - 4. Coordinate the installation of required supporting devices and other structural components, as they are constructed.

5. Sequence, coordinate, and integrate installations of mechanical materials for efficient flow of the Work.
6. Coordinate connection of mechanical systems with exterior underground services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies. Provide required connection for each service.
7. Contractor is responsible for design and sizing of all mechanical equipment. Contractor shall provide all components necessary for a complete installation. Contractor is responsible for obtaining and paying for all permits.
8. Minimize disruption of service. The units will be occupied during this mechanical work. The following requirements describe the maximum time a particular mechanical service can be inoperable or unusable.
  - a) Domestic Hot Water: No more than 8 hours.
  - b) Domestic cold water for bath lavatories: No more than 8 hours, provided water is available at kitchen sink.
  - c) Toilet use/ access to: No more than 8 hours.
  - d) Tub/ Shower: No more than 48 hours.
  - f) Bathroom electrical, lighting, and exhaust fan usage: No more than 8 hours.

END OF SECTION 15050

## SECTION 16500 - BASIC ELECTRICAL REQUIREMENTS

### PART 1 - GENERAL

- 1.1 Drawings and General Provision of each prime Contractor, including General and Supplementary Conditions, Division 1 and Mechanical and Electrical General Provisions apply to this Section.

### PART 2 – MATERIALS

- 2.1 Switches: 20 Amp specification grade 120/240 V AC single pole switches (except where specified in 01010). UL listed, side wire type, Hubbell General-Purpose toggle or approved equal. Color to match existing. Include matching cover plates of appropriate style.
- 2.2 Receptacles: UL approved duplex receptacles or when required by NEC use ground fault 20 Amp specification grade 120 V AC. UL approved, Hubbell or equal. Include matching cover plates of appropriate style.
- 2.3 GFI Receptacles: Specification grade duplex receptacle, UL listed, 498 and 943 Class A, 20 amp rating, feed through feature, Hubbell Commercial Duplex or approved equal.
- 2.4 Wall plates for switches and outlets shall match the wall plates hereinbefore specified with the receptacles. Provide stainless steel cover plates where switch or receptacle occurs in grease splash.
- 2.5 Outlet boxes shall meet NEC, of ample size to accommodate wire, switches, receptacles or other devices mounted in the box without crowding. Use gang boxes where more than one device is to be installed at the same location. Boxes in rated walls shall be NEC gauge steel, galvanized, and no more than two-gang (as required by NEC). Boxes shall not share same wall cavity per NEC.
- 2.6 Outlet boxes for lighting fixtures shall have 3/8" fixture studs where required. Ceiling outlet boxes shall be 4" octagonal or round, 2-1/8" deep min. Provide blocking at locations of ceiling fans.
- 2.7 Outlet boxes for switches, receptacles, telephone or other devices located recessed in walls shall meet NEC. At rated walls, boxes shall be 4" square boxes with extension rings and plaster and plaster covers where required to bring box flush with wall. Use of cover plate as tension or rigidity device will not be permitted.
- 2.8 Provide outlet box accessories as required for each installation, including mounting brackets, wallboard hangers, extension rings, fixture studs, cable clamps and metal straps for supporting outlet boxes, compatible with outlet boxes being used and meeting requirements of individual wiring situations.

### PART 3 - INSTALLATION OF WIRING DEVICES

- 3.1 Install electrical boxes and fittings in compliance with NEC Requirements, in accordance with the manufacturer's written instructions and with recognized industry practices to ensure that the boxes and fittings serve the intended purposes.
- 3.2 Provide waterproof outlets for interior and exterior locations exposed to weather or subject to frequent washing.
- 3.3 Provide knockout closures to cap unused knockout holes where blanks have been removed.

- 3.4 Secure boxes rigidly to the substrate upon which they are being mounted, or solidly embed boxes in concrete or masonry.
- 3.5 Install wiring devices where indicated, in accordance with manufacturer's written instructions, applicable requirements of NEC and National Electrical Contractors Association's "Standard of Installation", and in accordance with recognized industry practices to ensure that products serve intended function.
- 3.6 Install wiring devices only in electrical boxes which are clean; free from excess building materials, debris, etc.
- 3.7 Test wiring devices to ensure electrical continuity of grounding connections, and after energizing circuitry, to demonstrate compliance with requirements.

END OF SECTION OF SECTION 16500



## SECTION 16510 - LIGHTING FIXTURES

### PART 1 GENERAL

- 1.1 "Bidding Documents", "Contract Forms", "Division 1", and Section 15010 "Mechanical and Electrical General Provisions" apply to this Section.

### PART 2 MATERIALS

- 2.1 Provide lighting fixtures, of the size, type and rating indicated below, or equal. Fixtures shall be complete with, but not necessarily limited to, lamps, lampholders, reflectors, ballasts, starters, wiring and mounting hardware.
1. Exterior Wall-Mount – Design House Lighting, Black Jelly Jar with Glass GLobe. Provide 40w equivalent LED lamp.  
<https://www.homedepot.com/p/Design-House-Black-Outdoor-Wall-Mount-Jelly-Jar-Wall-Lantern-Sconce-502195/202636903>
  2. Exterior Ceiling Mount – Volumes Lighting, Black Flush Mount Ceiling Fixture – Sealed, clear glass lens. Provide 40w equivalent LED lamp.  
<https://www.homedepot.com/p/Volume-Lighting-1-Light-Outdoor-Black-Flush-Mount-Ceiling-Fixture-V7231-5/206293169>

### 2.2 LAMPS

- A. Lamps shall be LED and as indicated above. Lamps in enclosed fixtures shall be rated for this use.

### PART 3 INSTALLATION

- 3.1 Install all light fixtures per manufacturer's recommendations with recognized industry practices.
- 3.2 Furnish and install all necessary mounting hardware and supporting channel as required to support fixtures from building structure.
- 3.3 Protect installed fixtures from damage during the remainder of the construction. All fixtures shall be clean, in good working order, and free from damage at time of final acceptance of project by Owner.

END OF SECTION 16510

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