

## **SECTION 3 COMPLIANCE PLAN – Recordkeeping**

Effective Date: November 30, 2020

### **75.31 Recordkeeping.**

(a) HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program by which the Section 3 project is governed, or the public housing financial assistance is provided or otherwise made available to the recipient, subrecipient, contractor, or subcontractor.

(b) Recipients must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor that employs the worker maintains documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:

(1) For a worker to qualify as a Section 3 worker, one of the following must be maintained:

(i) A worker's self-certification that their income is below the income limit from the prior calendar year;

(ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;

(iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or

(v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

(i) For a worker to qualify as a Targeted Section 3 worker under subpart B of this part:

(A) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;

(B) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(C) An employer's certification that the worker is employed by a Section 3 business concern; or

(D) A worker's certification that the worker is a YouthBuild participant.

(ii) For a worker to qualify as a Targeted Section 3 worker under subpart C of this part:

(A) An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;

(B) An employer's certification that the worker is employed by a Section 3 business concern; or

(C) A worker's self-certification that the worker is a YouthBuild participant.

(c) The documentation described in paragraph (b) of this section must be maintained for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR part 200.

(d) A PHA or recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

For Months of:

☐ Sub Contractor

Contract Start Date:

Date of Report:

Contract Completion Date:

Contract Amount:

Contact Person:

Type of Service:

(D)

(c)

Certified this \_\_\_\_\_ day of \_\_\_\_\_

By:

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u mandates that the Department ensure that employment and other economic activities generated by its housing and community development programs are directed toward low- and very-low income persons, particularly, those who are recipients of government assistance for housing. This information will be used by the Department to monitor program recipients' compliance, to assess the results of the Department's efforts, to prepare reports for HUD, and by recipients as a self-monitoring tool.



## **Contractor's Section 3 Compliance Report – Instructions**

- 1) Enter the specific months covered by this report.
- 2) Check-mark the applicable box as to whether you are a Contractor or Sub-contractor.
- 3) Enter the business name of the Prime Contractor or Sub-contractor who is reporting section 3 compliance activity.
- 4) Enter the business address of the Prime Contractor or Sub-contractor who is reporting section 3 compliance activity.
- 5) Enter the Area code and telephone number of the Prime Contractor or Sub-contractor who is reporting section 3 compliance activity.
- 6) Enter the date in MM/DD/YYYY format for which this contract started.
- 7) Enter the date in MM/DD/YYYY format for which this contract ends.
- 8) Enter the name of the person with knowledge of the award and the recipient's implementation of Section 3.
- 9) Enter the date in MM/DD/YYYY format that you are submitting the Contractor's Section 3 Compliance Report.
- 10) Enter the total dollar amount of your contract, rounded to the nearest dollar.
- 11) Enter the type of service you are providing; e.g., construction, non-construction, secretarial, carpentry, painting, electrical, etc.
- 12) Identify efforts made to direct the employment and other economic opportunities achieved toward low and very low income persons, particularly those who are recipients of government assistance for housing.
- 13) (A) Enter the job category skill for work performed; e.g., professional, secretarial, carpentry, painting, electrical, masonry, etc. Professionals are defined as people who have special knowledge of an occupation (e.g., supervisors, architects, surveyors, planners, and computer programmers). For Construction positions, list each trade and provide data in columns B,C,D for each trade where persons were employed.
- 14) (B) Enter the number of Section 3 Workers and the total amount of hours accumulated under the contract for which you are reporting this period for the stated job category. A Section 3 Worker is a person who earned less than 80% of Area Median Income in the year before he/she was hired.
- 15) (C) Enter the number of new Targeted Section 3 Workers that were receiving housing assistance when they were hired and the total amount of hours worked during this period for the stated job category.
- 16) (D) Enter the total number of persons (salaried and hourly) working for the Company and the total amount of hours worked during this reporting period.
- 17) Enter column totals
- 18) Sign and date that you certify the information you are providing is accurate and true.
- 19) Forward original report form containing hourly data for the previous month to the Housing Authority's Section 3 Compliance Officer no later than the 10 working day of the following month

**ATTENDANCE LIST FOR PRE-BID CONFERENCE OR OTHER MEETING  
INCLUDING REQUIREMENTS OF SECTION 3**

HELD ON \_\_\_\_\_ (INSERT DATE OF MEETING)

FOR REPORTING PERIOD FROM \_\_\_\_\_ TO \_\_\_\_\_

**Name of Program:** \_\_\_\_\_  
 Maintain a separate sheet for each program. Attach a copy of meeting notice to this list.

**Description of Work in Bid Process or Purpose of Other Meeting:**

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[illegible]

## RESIDENT EMPLOYMENT OPPORTUNITY DATA

### THE EDGEWOOD HOUSING AUTHORITY of the CITY of Edgewood, TX ELIGIBILITY FOR PREFERENCE IN HIRING

A section 3 resident seeking employment provided by this part shall certify, or submit evidence to the recipient, contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 24 CFR Part 75. *(An example of evidence of eligibility for the preference is evidence of receipt of public assistance,, or evidence of participation in a public assistance program.)*

#### **Certification for Resident Seeking Section 3 Preference in Training and Employment**

<b>Certification for Resident Seeking Section 3 Preference in Training and Employment</b>	
I, _____, am a legal resident of the _____ and meet the income eligibility guidelines for a low-income or very-low-income person as published on the reverse.	
My permanent address is: _____ _____	
I have attached the following documentation as evidence of my status:	
<input type="checkbox"/> Copy of lease	<input type="checkbox"/> Copy of evidence of participation in a Youthbuild Program
<input type="checkbox"/> Copy of Evidence of participation in a public assistance program	<input type="checkbox"/> Other evidence
_____ Signature	
_____ Print Name	_____ Date



### SECTION 3 INCOME LIMITS

All residents of public housing and assisted housing managed by the Edgewood Housing Authority qualify as Section 3 residents. Additionally, individuals residing in the City of Nocona and County of Montague who meet the income limits set forth below, can also qualify for Section 3 Worker status.

**A picture identification card, proof of income, and proof of current residency is required.**

Eligibility Information			
Name of Individual Seeking Section 3 Worker Status	Individual's Income for Previous Year or Most Recent 12 Months	Very Low Income Limit <i>To be completed by PHA</i>	Low Income Income <i>To be completed by PHA</i>

## FY 2023 Income Limits Documentation System



### FY 2023 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

#### FY 2023 Income Limits Summary

FY 2023 Income Limit Area	Median Family Income <a href="#">Click for More Detail</a>	FY 2023 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Van Zandt County, TX	\$79,700	Very Low (50%) Income Limits (\$) <a href="#">Click for More Detail</a>	26,400	30,150	33,900	<b>37,650</b>	40,700	43,700	46,700	49,700
		Extremely Low Income Limits (\$)* <a href="#">Click for More Detail</a>	15,850	19,720	24,860	<b>30,000</b>	35,140	40,280	45,420	49,700*
		Low (80%) Income Limits (\$) <a href="#">Click for More Detail</a>	42,200	48,200	54,250	<b>60,250</b>	65,100	69,900	74,750	79,550

\* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2023 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2023 [Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see [here](#):



## **SECTION 00090**

### **CONTRACT ADMINISTRATION DOCUMENTS**

#### **GENERAL**

The documents listed below will be used during the construction phases of this contract. Also refer to the General Conditions to the Contract for other items which are required of the Contractor.

#### **DOCUMENTS**

Examples of Document provided:

AIA Document G701 Change Order  
AIA Document G702 Application and Certification for Payment  
AIA Document G704 Certificate of Substantial Completion

Other Documents available to Contractor if needed, examples not provided:

HUD 5372 Construction Progress Schedule  
HUD 51000 Schedule of Amounts Contract Payments  
HUD 51001 Periodic Estimate of Partial Payments  
HUD 51002 Schedule of Change Orders  
HUD 51003 Schedule of Stored Materials  
HUD 51004 Summary of Materials Stored

**END OF SECTION**

# AIA<sup>®</sup> Document G701<sup>™</sup> – 2001

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i>	<b>CHANGE ORDER NUMBER:</b>	OWNER <input type="checkbox"/>
	<b>DATE:</b>	ARCHITECT <input type="checkbox"/>
	<b>ARCHITECT'S PROJECT NUMBER:</b>	CONTRACTOR <input type="checkbox"/>
<b>TO CONTRACTOR:</b> <i>(Name and address)</i>		FIELD <input type="checkbox"/>
	<b>CONTRACT DATE:</b>	OTHER <input type="checkbox"/>
	<b>CONTRACT FOR:</b>	

The Contract is changed as follows:

*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

The original (Contract Sum) (Guaranteed Maximum Price) was \$ \_\_\_\_\_

The net change by previously authorized Change Orders \$ \_\_\_\_\_

The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was \$ \_\_\_\_\_

The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of \$ \_\_\_\_\_

The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be \$ \_\_\_\_\_

The Contract Time will be (increased) (decreased) (unchanged) by ( ) days

The date of Substantial Completion as of the date of this Change Order therefore is

*(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)*

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
ADDRESS	ADDRESS	ADDRESS
BY <i>(Signature)</i>	BY <i>(Signature)</i>	BY <i>(Signature)</i>
<i>(Typed name)</i>	<i>(Typed name)</i>	<i>(Typed name)</i>
DATE	DATE	DATE

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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**Application and Certificate for Payment**

TO OWNER: PROJECT: APPLICATION NO: PERIOD TO: DISTRIBUTION TO: OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐

FROM CONTRACTOR: VIA ARCHITECT: CONTRACT FOR: CONTRACT DATE: PROJECT NOS: / /

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract, AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM ..... \$

2. NET CHANGE BY CHANGE ORDERS ..... \$

3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$

5. RETAINAGE:

a. \_\_\_\_\_ % of Completed Work (Columns D + E on G703) \$

b. \_\_\_\_\_ % of Stored Material (Column F on G703) \$

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) ..... \$

6. TOTAL EARNED LESS RETAINAGE ..... \$ (Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$

9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ (Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** By: \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

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

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

My commission expires: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** ..... \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

[illegible]

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# AIA® Document G704™ – 2000

## Certificate of Substantial Completion

PROJECT: (Name and address)

PROJECT NUMBER:

OWNER ☐

CONTRACT FOR:

ARCHITECT ☐

CONTRACT DATE:

CONTRACTOR ☐

TO OWNER: (Name and address)

TO CONTRACTOR: (Name and address)

FIELD ☐

OTHER ☐

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

ARCHITECT

BY

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$

The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows: (Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)



## SECTION 01 1100

### SUMMARY OF WORK

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Project information and description.
  - 2. Work included in Contract Documents.
  - 3. Coordination with Occupants.
  - 4. Access to project site.
  - 5. Contractor's use of site and premises.
  - 6. Required documents

##### 1.2 PROJECT INFORMATION

- A. Project Identification: KITCHEN IMPROVEMENT PROJECT  
Project: TX242  
EDGEWOOD HOUSING AUTHORITY  
202 N. Houston St.  
Edgewood, Texas 75117  
Phone: (903) 896-4655 Fax:
- B. Owner's Representative: Ms. Janice Wingo, Exec. Director
- C. Architect: James W. Dean Architect, LLC. 8912 Augusta Drive; Granbury, TX.,  
Phone: (817) 964-1830 Email: jwd.architect.tx@gmail.com

##### 1.3 PROJECT DESCRIPTION

- A. Work of Project is defined by the Contract Documents and in general includes the following: Replace existing countertops in Apartment units. These items are further described in the drawings and specifications. Refer to Alternate Bids for work as an Alternate Bid.
- B. The Dwelling units will be OCCUPIED during the entire construction period. Contractor shall be aware and coordinate construction activities, to limit the burden to the Residents.
- C. Location of Project: Housing Authority sites in Edgewood, Texas. Office located at 202 N. Houston St.; Edgewood, Texas. Buildings in project are located at three (3) Housing Authority sites.
- D. Type of Contract; Project will be constructed under a single prime contract.

##### 1.4 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section. The dwelling units and other buildings will be occupied during the entire construction period.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Limits: Confine construction operations to locations in close proximity of the dwelling units indicated in the drawings.

2. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
  - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
  - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
  - c. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

## 1.5 MATERIAL STORAGE On-Site

- A. Store material so as not to impact access to the site.
- B. Assume full responsibility for protection and safekeeping of products under this Contract stored on site. The Contractor will be responsible for any damages or missing Tenant items.
- C. Obtain and pay for use of any additional storage or work areas needed for operations.

## 1.6 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  1. WORK shall not begin until the Notice to Proceed has been authorized. WORK shall not begin until adjacent Tenant's have been notified of planned work.
  2. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work to normal business working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Tenant or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  1. Notify Owner/Tenant not less than two days in advance of proposed utility interruptions. Comply with Owner's construction procedure requirements.
  2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Tenant occupancy with Owner.
  1. Notify Owner/Tenant not less than two days in advance of proposed disruptive operations.
  2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor-air intakes.
- F. Controlled Substances: Use of tobacco products and other controlled substances within the existing building or on Project site is not permitted.
- G. The adjacent neighbors are residential homes, schedule construction activity to minimize unusual hours of operation and potential disturbance to neighbors.
- H. The Contractor shall wear proper work attire while on Site. The Contractor shall not swear or use vulgar language while on Site; the Dwelling Units and play areas are home to children.

## 1.7 TENANT NOTIFICATIONS

- A. The Contractor is responsible for Notifying the Tenants of the intended schedule for the window replacement work.
- B. The Contractor is responsible for coordinating with Tenant's for access to the Dwelling Units.
- C. The Contractor is responsible for notifying the Tenants to remove furnishings from intended Work areas.
- D. The Contractor shall provide to the Architect and Housing Authority, a Schedule of the Work with the Units and the planned date for renovations. The Housing Authority will make the initial notification to the Tenants. The Contractor will be responsible for maintaining the Schedule or notifying the Tenants of any changes.

## 1.8 SUPERINTENDENT QUALIFICATIONS

- A. The job site Superintendent shall be qualified in residential construction. The job site Superintendent shall be "English" speaking and shall be on site when any workers are on site.
- B. Anytime that Work is ongoing at the Housing Authority site, a Superintendent shall be on-site.

## 1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. 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. Imperative mood and streamlined language are generally used in the Specifications. 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.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

## VERIFICATION OF EMPLOYMENT ELIGIBILITY

### Project:

KITCHEN IMPROVEMENT PROJECT:  
Edgewood Housing Authority; TX242  
202 N. Houston St.; Edgewood, TX 75117

General: Federal law requires that all employees complete INS Form I-9. This must be done in accordance with the Immigration Reform and Control Act of 1986 to verify that the person is entitled to work in this country. Federal law also requires that the employee must be stopped from working if either Section 1 or 2 are not completed within the time limits specified for each section. To ensure full compliance with applicable law, following provisions shall apply.

Completion of Form I-9: Form I-9 must be completed within three (3) business days of the date of hire. If an individual is employed for less than three (3) days, the form must be completed before the end of the employee's first day.

Acceptable Documents for Verifying Employment Eligibility: All employees hired after November 6, 1986, will need to provide a document of documents to that establish identity and employment eligibility.

Attached is a copy of Form I-9 and a List of Acceptable Documents.

Additional information is available at the following: [www.uscis.gov/i-9](http://www.uscis.gov/i-9)

### Submission of Documents:

At the Pre-Construction meeting; the contractor shall submit the required employment eligibility documents for the Contractor and all sub-contractors scheduled to work on this project. Failure to submit the documents may hold up the progress payments to the Contractor.

## **SECTION 01 2300**

### **ALTERNATES**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

- A. Section Includes
  - 1. Documentation of changes to Contract Sum and Contract Time.
- B. Contract Documents contain pertinent requirements for materials and methods to accomplish work described herein.
- C. Provide alternate costs for inclusion in Contract Sum if accepted by Owner.

##### **1.2 RELATED REQUIREMENTS**

- A. Owner/Contractor Agreement: Alternates accepted by Owner for incorporation into the Work.
- B. Individual specification sections identified.

##### **1.3 PROCEDURES**

- A. Alternates will be exercised at the option of Owner.
- B. Coordinate related work and modify surrounding work as required to complete the work, including changes under each Alternate, when acceptance is designated in Owner/Contractor Agreement.

##### **1.4 DESCRIPTION OF ALTERNATES**

- A. Alternate No. 1 (Additive Alternate) – Provide and install new kitchen cabinets, countertops and fixtures at the Community Rooms at 200 Crockett St. and at 202 Bateman St.
  - 1. Base Bid, no Work at the Community Rooms Units.
  - 2. Install new cabinets, countertops, and fixtures.
  - 3. Community Buildings, Work described on Drawing Sheets A1.12 and A2.1. Add ten (10) calendar days.

#### **PART 2 - PRODUCTS**

Not used

#### **PART 3 - EXECUTION**

Not used

END OF SECTION



## SECTION 01 2500

### SUBSTITUTION PROCEDURES

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. Section includes general administrative procedures for submittal and review of Contractor-proposed product option and substitutions.

##### 1.2 INTERPRETATION OF SPECIFICATIONS

- A. Wherever a product or construction process is specified with the terms "approved", "approved equal", "equal to", "or equal", "substitute", "acceptable", "acceptable substitute", or similar words or phrases are used, it is the intent to set a definite standard by which the Architect shall judge all other products or construction processes; it is not the intent to discriminate against any product or construction process of other manufacturers. No specification for any material is intended to be "closed" or restricted and open competition is expected and required.

##### 1.3 SUBSTITUTIONS

- A. Architect will consider formal request for substitution of products in place of those mentioned by name or as standard in the Contract Documents. Substitution requests must be received prior to bid opening in accordance with Instructions to Bidders Document. The substitution request shall contain complete data on the proposed substitute (including cost data), and Contractor shall submit samples for comparison and tests as may be requested by Architect.
- B. By making request for substitutions, the Contractor:
  - 1. Represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
  - 2. Represents that he will provide the same or greater warranty for the substitution that he would for that specified;
  - 3. Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects;
  - 4. Certifies that the cost data presented is complete and includes all related cost under this Contract but excludes costs under separate contracts, and excludes the Architect's redesign cost and waives all claims for additional costs related to the substitution which subsequently become apparent; and
  - 5. Agrees to replace the substituted materials which prove to be defective or otherwise unsatisfactory for the service intended within the warranty period with material or equipment originally specified at no additional cost to the Owner.
- C. Substitutions will not be considered when acceptance will require substantial revision of Contract Documents. No substitute material shall be installed in the project prior to receiving written acceptance from the Architect.
- D. The Architect has sole authority to determine acceptability of proposed substitution, and will issue acceptance or rejection by notation on the shop drawing review stamp or in other written form.
- E. The Owner intends to use products that comply with the "Buy American" provisions, and those products will take priority over other products.

#### PART 2 - PRODUCTS

## 2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:

- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- b. Requested substitution will not adversely affect Contractor's construction schedule.
- c. Requested substitution has received necessary approvals of authorities having jurisdiction.
- d. Requested substitution is compatible with other portions of the Work.
- e. Requested substitution has been coordinated with other portions of the Work.
- f. Requested substitution provides specified warranty.
- g. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Not allowed.

END OF SECTION