Construction Document Project Manual

for

HVAC Improvement Project

Sites 01, 02, and 03

408 E. Carpenter St.; Stanton, TX

Project TX190

Solicitation No.: TX190-26-01

STANTON HOUSING AUTHORITY

Office located at 408 E. Carpenter St.

Stanton, Texas

Robert Bennett, Executive Director

Prepared by:

James W. Dean Architect, LLC

AIA, NCARB, **LEED AP**

Leadership in Energy & Environmental Design

8912 Augusta Dr.; Granbury, Texas 76049

Office Phone: (817) 964-1830

Email: jwd.architect.tx@gmail.com

September 2026

HVAC Improvement Project

Sites 01, 02, and 03

408 E. Carpenter St.; Stanton, TX

Project TX190

STANTON HOUSING AUTHORITY

Office located at 408 E. Carpenter St.

Stanton, Texas

Robert Bennett, Executive Director

ARCHITECT:

James W. Dean Architect, LLC

8912 Augusta Dr. Granbury, Texas 76049

Office Phone: (817) 964-1830

Email: jwd.architect.tx@gmail.com

Project Manual
for
HVAC Improvement Project
Sites 01, 02, and 03
408 E. Carpenter St.; Stanton, TX
Project TX190
STANTON HOUSING AUTHORITY
Office located at 408 E. Carpenter St.
Stanton, Texas
Robert Bennett, Executive Director

September 2026

Cover Page
Table of Contents
Seals and Certifications

BIDDING REQUIREMENTS, AND CONDITIONS OF THE CONTRACT

Section 00010 - Invitation for Bids
Section 00012 - Introduction to the Project
Section 00020 - Instructions to Bidders Form HUD-5369 (10/02)
Section 00022 - Supplementary Instructions to Bidders
~~Section 00024 – Texas Sales Tax Certificates~~
Section 00030 - Representations, Certifications and Other Statements of Bidders (HUD-5369-A)
Section 00040 - Bid Form
Section 00042 - Bid Bond
Section 00044 – Certification of Corporate Principal
Section 00050 - Non-Collusion Affidavit of Prime Bidder
Section 00060 – Form of Agreement (AIA Document A101)
Section 00062 – Performance Bond
Section 00064 – Notice to Proceed form
Section 00066 – Certification of Bidder regarding Equal Employment Opportunity
(HUD 92010, 03/2006)
Section 00070 - General Conditions for Construction Contracts (HUD-5370, 1/2014)
Section 00072 - Supplementary Conditions of the Contract for Construction (HUD-2554, 12/05)
Section 00074 - Supplemental / Special Conditions
Section 00075 – Domestic Preference for Procurement
BABA Self-Certification Form
Section 00076 - Federal Labor Standards HUD 4010
Section 00078 - Wage Rates (Wage Decision TX20260108)
Section 00079 - Verification of Employment Eligibility
Section 00080 - Previous Participation Certificate (HUD-2530)
Section 00082 - Certification for a Drug-Free Workplace (HUD-50070, 3/98)
Section 00086 - Contractor's Implementation of Section 3 (Section 3 Compliance Plan)
Section 00087 – Section 3 Compliance Plan Recordkeeping
Section 00090 - Contract Administration Documents
AIA Document G701 Change Order
AIA Document G702 Application and Certification for Payment
AIA Document G704 Certificate of Substantial Completion

SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS
01 1100 Summary of Work
01 2300 Alternates
01 2500 Substitution Procedures
01 2519 Substitution Request Form
01 2600 Contract Modification Procedures
01 2900 Payment Procedures
01 3100 Project Management and Coordination
01 3300 Submittal Procedures
01 4000 Quality Requirements
01 5000 Temporary Facilities and Controls
01 7329 Cutting and Patching
01 7419 Construction Waste Management and Disposal
01 7700 Contract Closeout

DIVISION 6 – Wood & Plastics
06 1000 Rough Carpentry

DIVISION 9 – FINISHES
09 2900 Gypsum Board
09 9100 Painting

DIVISION 11 - Equipment
11 9800 Condensing Unit Pads (Plastic)

DIVISION 15 – MECHANICAL
15 010 General Provisions
15 100 Piping Systems
15 150 Sheet Metal Work and Accessories
15 200 Air Conditioning Equipment
15 600 Insulation
15 800 Cleaning and Testing

DIVISION 16 – ELECTRICAL
16 010 General Provisions
16 050 Basic Materials and Methods

END OF TABLE

HVAC Improvement Project
Sites 01, 02, and 03
408 E. Carpenter St.; Stanton, TX
Project TX190

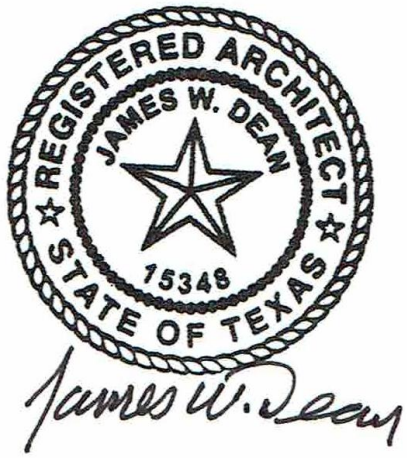
STANTON HOUSING AUTHORITY
Office located at 408 E. Carpenter St.
Stanton, Texas
Robert Bennett, Executive Director

SEALS & CERTIFICATION

September 2026

Specification Divisions/Sections prepared under my responsible supervision:

BIDIDNG REQUIREMENTS
DIVISION 01 - GENERAL REQUIREMENTS
DIVISION 09 – FINISHES
DIVISION 11 - EQUIPMENT



September 25, 2026
James W. Dean, Architect
Texas License # 15348

HVAC Improvement Project
Sites 01, 02, and 03
408 E. Carpenter St.; Stanton, TX
Project TX190

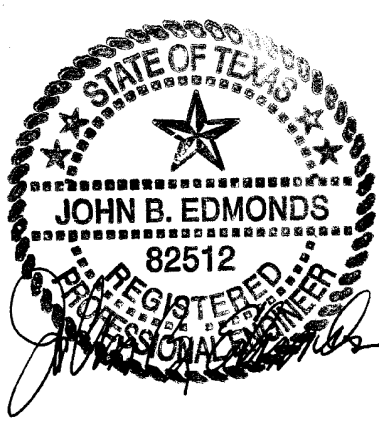
STANTON HOUSING AUTHORITY
Office located at 408 E. Carpenter St.
Stanton, Texas
Robert Bennett, Executive Director

SEALS & CERTIFICATION

September 2026

Specification Divisions/Sections prepared under my responsible supervision:

DIVISION 15 – MECHANICAL
DIVISION 16 – ELECTRICAL



September 25, 2026
John B. Edmonds, P.E.
Mechanical Engineer - Texas License #82512

INVITATION FOR BIDS

The Stanton Housing Authority will receive sealed Bids for the **HVAC Improvement Project, Sites 01, 02, & 03** located at 408 E. Carpenter St.; Stanton, TX. until **11:00 AM on November 4, 2026.** Sealed Bids should be delivered to the Stanton Housing Authority located at 408 E. Carpenter St. in Stanton, Texas 79782, at which time and place Bids received will be publicly opened and read aloud. No late Bids will be accepted.

Proposal forms of the Contract Documents, including Plans and Specifications, are on file at the Stanton Housing Authority Leasing Office; and at the AGC of West Texas Chapter, 4500 W Illinois Suite 201 Midland, Texas 79703; Phone (432) 520-2220.

Complete Bidding Documents prepared by James W. Dean Architect, LLC; may be obtained from ARC Printing Services; 2220 W. Peter Smith St.; Suite 100; Fort Worth, Texas 76102; Phone: 817- 332-9704; upon receipt of $50.00 for each set of documents. Such deposit will be refunded to each Bidder who submits a Bid and returns the Plans, Specifications in GOOD CONDITION within ten (10) days shall receive their Plan Deposit. Contract Documents are available to Subcontractors, including Material Suppliers, etc. on a "cost-of-printing" basis (which will not be refundable). Questions regarding this procurement shall be directed to the Architect: James W. Dean Architect, LLC; Email: jwd.architect.tx@gmail.com.

A Certified Check payable to Stanton Housing Authority; US. Government Bonds; or a satisfactory Bid Bond in an amount equal to five percent (5%) of the Bid shall be submitted with each Bid.

The successful Bidder will be required to furnish and pay for satisfactory Performance and Payment Bonds and provide Certificates of Insurance for Workers' Comp, Commercial Liability, Insurance on Owned and Non-Owned Vehicles used on site, and Builders Risk as outlined in the specs. (See Instructions to Bidders for Contracts, form HUD-5369, page 3 of 4).

Attention is called to the provisions for Equal Employment Opportunity, and payment of not less than the minimum salaries and wages as set forth in the Specifications (Davis-Bacon Wage Determination) must be paid on the Project. All bidders must comply with the President's Executive Order Number 11246 which prohibits discrimination in employment regarding race, creed, color, sex or national origin. All bidders must also comply with Title VI of the Civil Rights Act of 1964.

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.

A PRE-BID CONFERENCE will be held on **October 14, 2026 at 11:00 AM**; at the Stanton Housing Authority 408 E. Carpenter St.; Stanton, Texas 79782. Attendance at the pre-bid conference is encouraged in order to assist the Bidders in preparing the Bid.

The Stanton Housing Authority reserves the right to reject any or all Bids or to waive any informality or irregularity in any bid; and to accept the bid in its judgment is in its own best interest.

No Bid Shall be withdrawn for a period of sixty (60) days after the opening of Bids without the consent of the Stanton Housing Authority.

THE HOUSING AUTHORITY OF THE CITY OF STANTON
By Robert Bennett
Executive Director

Dated: September 29, 2026
Dates of Advertisement: Midland Reporter-Telegram; Sept. 29, 2026; Oct. 8, 2026; Oct. 13, 2026

INTRODUCTION TO PROJECT

The Housing Authority of the City of Stanton, Texas has a project to replace HVAC systems and add central air conditioning at selected apartments at the local Housing Development sites at is located at the Sites 01, 02 & 03, 408 E. Carpenter St. in Stanton, Texas. Please note that this Authority is also referred to as Stanton Housing Authority (SHA) and Local Housing Authority (LHA). The improvements are being funded by the HUD thru the Housing Authority.

This PROJECT is to generally include:

The Work generally includes replacing existing central heating systems with new central heating and cooling systems. The new condensing units will be placed at the exterior with new electrical run with disconnect.

The existing apartment buildings are single story duplex apartments with existing central HVAC system. The dwelling units are currently occupied and will be occupied during construction.

The work will be bid as a lump sum BASE BID, and ALTERNATE Bids, for associated Work indicated in the Drawings and Specifications.

The Local Housing Authority will have the Site and certain Dwelling Units available for review during normal business hours. The purpose of the review is to offer interested bidders an opportunity to review the existing building conditions and conduct field measuring as needed. Oral interpretations of the requirements of Bidding Documents will not be considered as binding, and the Architect with the concurrence of the Local Authority, will issue written addenda addressing any questions which may be brought forth at the Pre-Bid Conference.

The LHA will make arrangements to allow the Bidders to visit the project to familiarize themselves with the work. Bidders wanting to review the existing building during normal business hours should make arrangements by contacting the Housing Authority 432-756-2812; email robert@stantonha.com questions should be submitted to the Architect at jwd.architect.tx@gmail.com. Official clarifications will be issued by an addendum.

It is desirable that Bidders visit the site to become generally familiar with the Project, and to view the existing building and site conditions.

Should the successful bidder be awarded the contract, he will be responsible for coordination all work involved. The Contractor can be assured that the Dwelling Units will be occupied during the HVAC improvements construction project. The buildings in the SHA area will be occupied by tenants and the Contractor will be responsible for coordination the work to minimize inconveniences to the tenants and SHA.

Sequence of work will be mutually agreed upon by the Contracting Officer and the Contractor.

SECTION 00020

INSTRUCTIONS TO BIDDERS

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

HUD form HUD-5369 Instructions to Bidders for Contracts Public and Indian Housing Programs
Current Edition 10/2002; Total of five (5) pages

END OF SECTION

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

Table of Contents

Clause		Page
1.	Bid Preparation and Submission	1
2.	Explanations and Interpretations to Prospective Bidders	1
3.	Amendments to Invitations for Bids	1
4.	Responsibility of Prospective Contractor	1
5.	Late Submissions, Modifications, and Withdrawal of Bids	1
6.	Bid Opening	2
7.	Service of Protest	2
8.	Contract Award	2
9.	Bid Guarantee	3
10.	Assurance of Completion	3
11.	Preconstruction Conference	3
12.	Indian Preference Requirements	3

1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

(1) Integrity;

(2) Compliance with public policy;

(3) Record of past performance; and

(4) Financial and technical resources (including construction and technical equipment).

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[ ] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to 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.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following provisions revise or add to the provisions of the Instructions to Bidders for Contracts, HUD-5369, (10/2002) which is attached to the specifications.

Paragraph 5 – Late Submissions, Modifications, and Withdrawal of Bids

Add Item: (h) "No Bid shall be withdrawn for a period of 60 days subsequent to the opening of the Bids without the consent of the Housing Authority.

Paragraph 7(b) - Service of Protest

Add the following to the end of Subparagraph (b):
Robert Bennett, Executive Director
Stanton Housing Authority; 408 E. Carpenter St.
Stanton, Texas 79782

Paragraph 8 - Contract Award

Add the following to the end of Subparagraph (b):
If the lowest bid after applying any deduct alternates exceeds the funds available for the project, the Housing Authority may reject all bids.
Add the following to the end of Subparagraph (c):
The Housing Authority intends to issue a Contract on or about mid November 2026.
The Housing Authority intends to issue a Notice to Proceed on or about late November 2026.
Add the following Subparagraph (h): It is the intent of the Housing Authority to award a contract to the lowest responsible bidder provided the bid does not exceed the funds available. The requirements to be a "responsible" bidder generally are defined as a bidder that has the experience, personnel, equipment, and finances to perform the requirements of the contract.

Paragraph 9 – Bid Guarantee

See Form, Page 3 of 4. (Bank drafts are not acceptable.)

Paragraph 10 - Assurance of Completion

Retain Subparagraph (a) (1):
A Performance and Payment Bond in a penal sum of 100 percent of the contract price.
Delete Paragraphs (a)(2), (a)(3), (a)(4) and (a)(5).

ADD the following paragraphs to Form HUD 5369:

Paragraph 14 – DOCUMENTS To Be Submitted With Bid

Bid Form
Bid Security (Bid Bond)
HUD 5369A; Representations, Certifications, and Other Statements of Bidders

Paragraph 15 – DOCUMENTS to be submitted after the Bid

Non-Collusion Affidavit
HUD 2530 Previous Participation Certification
Certificate of a Drug-Free Workplace
Verification of Employment Eligibility
Other Documents required by the Specifications

End of Section

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

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

HUD form HUD-5369-A Representations, Certifications, and Other Statements of Bidders
Contracts Public and Indian Housing Programs
Current Edition 11/1992; Total of four (4) pages

END OF SECTION

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

Table of Contents

Clause		Page
1.	Certificate of Independent Price Determination	1
2.	Contingent Fee Representation and Agreement	1
3.	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4.	Organizational Conflicts of Interest Certification	2
5.	Bidder's Certification of Eligibility	2
6.	Minimum Bid Acceptance Period	2
7.	Small, Minority, Women-Owned Business Concern Representation	2
8.	Indian-Owned Economic Enterprise and Indian Organization Representation	2
9.	Certification of Eligibility Under the Davis-Bacon Act	3
10.	Certification of Nonsegregated Facilities	3
11.	Clean Air and Water Certification	3
12.	Previous Participation Certificate	3
13.	Bidder's Signature	3

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)(l) 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)(l) 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)

BID FORM

Project: HVAC Improvement Project; Sites 01, 02, and 03
408 E. Carpenter St.; Stanton, TX. Project TX190; Solicitation No.: TX190-26-01

To: THE HOUSING AUTHORITY OF THE CITY OF STANTON, TEXAS
408 E. Carpenter Street; Stanton, Texas 79782

BID OF: _____
Hereinafter called "Bidder", a (corporation) (partnership) (sole proprietorship) (Bidder strike out inapplicable terms)

1. The undersigned, having familiarized _____ with the
(himself / themselves)
Local conditions affecting the cost of the work, and with the Specifications (including Invitation for Bids, this Bid, the Form of Non-Collusive Affidavit, the Form of Contract, the General Conditions, the Supplementary General Conditions, The Technical Specifications and the Drawings), and Addenda, if any, thereto, as prepared by James W. Dean Architect, LLC, of 8912 Augusta Drive, Granbury, Texas 76049 hereby proposes to furnish labor, materials, equipment, and services required to construct and complete HVAC Improvement Project 2026, in accordance with the Contract Documents all in accordance herewith, for the sum of:

Total for BASE BID at all Buildings in Project 02 (78 units) (Labor & Materials):_____

_____ **($)**.

Total for Additive ALTERNATE NO.1: At Buildings in Project 01 (24 Units) as indicated in the Drawings; (Labor & Materials):

_____ **($)**.

Total for Additive ALTERNATE NO.2: At Buildings in Project 03 (15 Units) as indicated in the Drawings; (Labor & Materials):

_____ **($)**.

2. In submitting the Bid, it is understood that the right is reserved by the Local Housing Authority to reject any and all Bids. If written notice of the acceptance of this Bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) calendar days after the opening thereof, or at any time thereafter before this Bid is withdrawn the undersigned agrees to execute and deliver a Contract in the prescribed form and furnish the required bonds within ten (10) days after the Contract is presented to him for signature.

3. Security in the sum of:_____

_____ ($).

In the form of _____ is submitted herewith in accordance with the specifications.

4. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this Proposal or any other proposal or the submitting of proposals for the Contract for which this Proposal is submitted.

5. The Bidder represents that he ( ) has, ( ) has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246, or the Secretary of Labor; that he ( ) has, ( ) has not, filed all required compliance reports; and that representations indication submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

6. Certification of Non-segregated Facilities, by signing this Bid, the Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further, that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" 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 which 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. He further agrees that (except time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certification in his files; that he will forward a notice to his proposed subcontractors as provided in the Instructions to Bidders.

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

7. COMPLETION TIME: The Bidder hereby agrees to commence Work under this Contract on a date specified in a written "Notice to Proceed" by the Housing Authority and to substantially complete the project within **75 calendar days.**

8. LIQUIDATED DAMAGES: Bidder agrees to pay **$250.00 per day** for each day the project is not substantially complete and continues beyond the Completion Time.

9. The following noted addenda have been received:

   Addendum No. _____ Dated _____, 2026.

   Addendum No. _____ Dated _____, 2026.

Date:_____, 2026.

_____
Name of Bidder

By_____

Title_____

Official Address: _____

_____

Office Phone Number:_____

Office Email Address:_____

To be submitted with Bid:
- Bid Form
- ~~Unit Price Form~~
- Bid Security
- HUD 5369-A

BID BOND

FOR THE

STANTON HOUSING AUTHORITY

Date: 2026

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____, as Principal,

and _____, as Surety, are held and

firmly bound unto the Stanton Housing Authority (Obligee), in the full and just sum of five (5%) percent of the total amount of this bid, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater that the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its proposal to the Obligee on a Contract for:

_____

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

_____	_____
PRINCIPAL (BIDDER)	SURETY
BY: _____	BY: _____
AUTHORIZED OFFICER-OWNER-PARTNER	AGENT OR ATTORNEY-IN-FACT(SEAL)

CERTIFICATION AS TO CORPORATE PRINCIPAL

I,_____, certify that I am the _____

of the _____Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal was then _____ of the said Corporation; that I know his signature, and his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing body.

_____

(Corporate Seal)

NON-COLLUSION AFFIDAVIT – PRIME BIDDER

STATE OF TEXAS

County of _____

This _____ day of _____, 20___.

personally came and appeared before me, the undersigned Notary Public, duly commissioned and

qualified within and for the County of_____, State of _____,

_____

represented herein by: _____

who after being by me duly sworn did depose and say that he has been selected as Contractor for the **Stanton Housing Authority** on the

HVAC Improvement Project; Sites 01, 02, and 03. Project TX190. STANTON HOUSING AUTHORITY; 408 E. Carpenter St.; Stanton, TX

1. The Affiant has employed no person, corporation, firm, association or other organization, either directly or indirectly, to secure the contract of the above mentioned public project, other than persons regularly employed by the Affiant whose services in connection with the construction of said public project or in securing the contract for same where in the regular course of their duties for him; and,

2. That no part of the contract price received, or to be received by Affiant was paid or will be paid to any person, corporation, firm association or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the construction of said public project were in the regular course of their duties for Affiant.

3. That such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, 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 Affiant or of any other Bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other Bidder, or to secure any advantage against the Housing Authority of the City of _____, Texas, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

_____

(Signature)*

* Bidder if the Bidder is an individual; all partners if Bidder is a partnership; officer if the Bidder is a corporation.

Sworn to and subscribed before me this _____ day of _____,20____.

_____

Notary Public

Form of Agreement AIA Document A101-2007
(Blank copy provided for reference)

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of
in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The Architect:
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. 102809

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

Init.
/

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than
( ) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of the Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be
Dollars ($), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price ($0.00)

Init.
/
AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

Init.
/

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

§ 8.3 The Owner's representative:
(Name, address and other information)

§ 8.4 The Contractor's representative:
(Name, address and other information)

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount ($0.00)

Init.
/
AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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.

Init.

/

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Performance and Payment Bonds

AIA Document A312-2010 Performance Bond
AIA Document A312-2010 Payment Bond

(Blank copy provided for reference)

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:
Amount: $
Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or **BROKER:**

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document A312™ – 2010 Performance Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:55:05 on 07/21/2011 under Order No.7935340025_1 which expires on 03/03/2012, and is not for resale.
User Notes:

(812414763)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

AIA Document A312™ – 2010 Performance Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:55:05 on 07/21/2011 under Order No.7935340025_1 which expires on 03/03/2012, and is not for resale.
User Notes:

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

AIA Document A312™ – 2010 Performance Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:56:05 on 07/21/2011 under Order No.7935340025_1 which expires on 03/03/2012, and is not for resale.
User Notes:

(812414763)

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

AIA Document A312™ – 2010 Performance Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:55:05 on 07/21/2011 under Order No.7935340025_1 which expires on 03/03/2012, and is not for resale.
User Notes:

(812414763)

AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:
Amount: $
Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or **BROKER:**

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document A312™ – 2010 Payment Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:59:59 on 07/21/2011 under Order No.7935340025_1 which expires on 03/03/2012, and is not for resale.
User Notes:

(1647015467)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

AIA Document A312™ – 2010 Payment Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:59:59 on 07/21/2011 under Order No.7935340025_1 which expires on 03/03/2012, and is not for resale.
User Notes:

(1647015467)

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

AIA Document A312™ – 2010 Payment Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:59:59 on 07/21/2011 under Order No.7935340025_1 which expires on 03/03/2012, and is not for resale.
User Notes:

(1647015467)

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

AIA Document A312™ – 2010 Payment Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:59:59 on 07/21/2011 under Order No.7935340025_1 which expires on 03/03/2012, and is not for resale.
User Notes:

(1647015467)

(Housing Authority Letterhead)

NOTICE TO PROCEED

(Name of Contractor)

(Street Address)

(City, State & ZIP Code)

Contract No. _____

Date _____

Project No. _____

Location _____

Gentlemen:

Pursuant to the terms of your Contract, dated _____, 202____, for (General Construction) work for Project No. _____, you are hereby notified to commence work thereunder at the start of business on _____, 202____. The Time for Completion set forth in the Contract is _____ calendar days, including the starting day, which establishes _____, 202____ as the completion date.

Please note carefully and fulfill the requirements of the General Conditions relative to the submittal and approval of Worker's Compensation and Manufacturers' and Contractors' Public Liability Insurance.

You are informed that Ms. _____ has been appointed Contracting Officer and is duly authorized to administer your contract for, and in the name of this (Housing Authority).

Under separate cover, there is being forwarded to you one executed set of Contract Documents consisting of the Contract, Performance and Payment Bond(s), Specifications and Drawings.

You are instructed to submit for our approval a breakdown of your contract price on the enclosed forms without delay.

Please acknowledge receipt of this Notice by signing and dating and returning copies promptly to this office.

Sincerely,

(Name of HA)

By _____
(Chairman or authorized official)

Title _____

Enclosure
ACCEPTED

(Name of Contractor)
By _____
Title _____
Date _____

SECTION 00066

CERTIFICATION OF BIDDER

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that bidder had not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name:_____

Address and Zip Code: _____

_____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
   Yes ( ); No ( ) If the answer is yes, identify the most recent contract:

   _____

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes ( ); No ( ) If the answer is yes, identify the most recent contract:

   _____

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes ( ); No ( ); None Required ( )

4. If answer to item 3 is "no", please explain in detail on reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

_____
Type NAME and TITLE of SIGNER

_____ _____
Signature Date

Equal Employment Opportunity Certification

Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs

OMB Control No. 2502-0029
(exp. 9/30/2016)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

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

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

(3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts 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.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address	By
	Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410Definition of term "applicant".

(a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.

(b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420Equal Opportunity Clause to be included in contracts and subcontracts.

(a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

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

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

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

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee , or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amende, and such other sanctions may be imposed and remedies invoke s provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vender. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vender as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

200.425Modification in and exemptions from the regulations in this subpart.

(a) The following transactions and contracts are exempt from the regulations in this subpart:

(1) Loans, mortgages, contracts and subcontracts not exceeding $10,000.

(2) Contract and subcontracts not exceeding $100,000 for standard commercial supplies or raw material;

(3)Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States in involved. To the extent that work pursuant to such contracts is done within the Untied States, the equal opportunity clause shall be applicable;

(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for ore than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed $100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or $10,000 in the case of all other contracts and subcontracts.

GENERAL CONDITIONS for CONSTRUCTION CONTRACTS

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

HUD form HUD-5370 General Conditions for Construction Contracts - Public and Indian Housing
Current Edition 1/2014; Total of nineteen (19) pages

END OF SECTION

General Conditions for Construction Contracts - Public Housing Programs

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

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

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).
The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAs would be unable to enforce their contracts.
Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit.
The information requested does not lend itself to confidentiality.
HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

Clause		Page	Clause		Page
1	Definitions	2		**Administrative Requirements**	
2.	Contractor's Responsibility for Work	2	25.	Contract Period	9
3.	Architect's Duties, Responsibilities and Authority	2	26.	Order of Precedence	9
4.	Other Contracts	3	27.	Payments	9
	Construction Requirements		28.	Contract Modifications	10
5.	Preconstruction Conference and Notice to Proceed	3	29.	Changes	10
6.	Construction Progress Schedule	3	30.	Suspension of Work	11
7.	Site Investigation and Conditions Affecting the Work	3	31.	Disputes	11
8.	Differing Site Conditions	4	32.	Default	11
9.	Specifications and Drawings for Construction	4	33.	Liquidated	12
10.	As-Built Drawings	5	34.	Termination of Convenience	12
11.	Material and Workmanship	5	35.	Assignment of Contract	12
12.	Permits and Codes	5	36.	Insurance	12
13.	Health, Safety, and Accident Prevention	6	37.	Subcontracts	13
14	Temporary Buildings and Transportation Materials	6	38	Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms	13
15.	Availability and Use of Utility Services	6	39.	Equal Employment Opportunity	13
16	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	6	40	Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968	14
17.	Temporary Buildings and Transportation Materials	7	41.	Interest of Members of Congress	15
18	Clean Air and Water	7	42	Interest of Members, Officers, or Employees and Former Members, Officers, or Employees	15
19.	Energy Efficiency	7	43.	Limitations on Payments Made to Influence	15
20.	Inspection and Acceptance of Construction	7	44.	Royalties and Patents	15
21.	Use and Possession Prior to	8	45.	Examination and Retention of Contractor's Records	15
22.	Warranty of Title	8	46.	Labor Standards-Davis-Bacon and Related Acts	15
23.	Warranty of	8	47.	Non-Federal Prevailing Wage Rates	19
24.	Prohibition Against	9	48.	Procurement of Recovered	19

1. Definitions

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

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

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

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

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

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

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

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

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

(l) "Work" means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

(a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.

(b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.

(c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.

(f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.

(g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.

(h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

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

(b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.

(c) The Architect's duties and responsibilities may include but shall not be limited to:

(1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;

(2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;

(3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,

(4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

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

(b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

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

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

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

7. Site Investigation and Conditions Affecting the Work

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

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

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

8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown" "as indicated", "as detailed", or of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

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

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

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

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

(h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.

(i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

(a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."

(b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.

(c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

(a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) Approval of equipment and materials.

(1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.

(3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.

(4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.

(5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.

(6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.

(c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

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

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

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

13. Health, Safety, and Accident Prevention

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

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

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

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

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

14. Temporary Heating

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

15. Availability and Use of Utility Services

(a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

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

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

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

17. Temporary Buildings and Transportation of Materials

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

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

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

(f) The PHA may conduct routine inspections of the construction site on a daily basis.

(g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.

(i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

(a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

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

23. Warranty of Construction

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

(b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
(1) The Contractor's failure to conform to contract requirements; or
(2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

(c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.

(d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

(e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
(1) Obtain all warranties that would be given in normal commercial practice;
(2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
(3) Enforce all warranties for the benefit of the PHA.

(g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

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

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

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

26. Order of Provisions

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

27. Payments

(a) The PHA shall pay the Contractor the price as provided in this contract.
(b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
(c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.
(d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

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

_____
Name:

_____
Title:

_____
Date:

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

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

(h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.

(i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.

(j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.

(k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in 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 $_____Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.

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

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

34. Termination for Convenience

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

(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

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

36. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $ _____ [Contracting Officer insert amount]

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

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

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

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

37. Subcontracts

(a) Definitions. As used in this contract -

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

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

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

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

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

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

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

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

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

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

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

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

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

39. Equal Employment Opportunity

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

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

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

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

41. Interest of Members of Congress

No member 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.

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.

SUPPLEMENTARY CONDITIONS of the CONTRACT for CONSTRUCTION

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

HUD form HUD-2554 Supplementary Conditions of the Contract for Construction
Current Edition 12/2005; Total of four (4) pages

END OF SECTION

Supplementary Conditions of the Contract for Construction

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0470
(Expires 5/31/2010)

Public reporting burden for this collection of information is estimated to average 30 minutes 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 information is required to obtain benefits and voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information collection is necessary to ensure that viable projects are developed. It is important to obtain information from applicants to assist HUD in determining if nonprofit organizations initially funded continue to have the financial and administrative capacity needed to develop a project and that the project design meets the needs of the residents. The Department will use this information to sets forth the obligations of the contractor or subcontractor performing under the covered contract. This information is required in order to obtain benefits. This information is considered non-sensitive and no assurance of confidentiality is provided.

Article 1 – Labor Standards

Instructions

Whenever only FHA mortgage insurance is involved, use paragraph (A) and (C) of Article 1 – Labor Standards. Whenever any direct form of assistance (Section 8, Section 202/811 Capital Advance, grants etc.) is involved, use paragraphs (A) and (B) and (C) of Article 1 – Labor Standards.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted or insured by the United States of America and the following Federal Labor Standards Provisions are included in this Contract or related instrument pursuant to the provisions applicable to such Federal assistance or insurance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 particular 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 on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 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 Part 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.

(ii) (a) Any class of laborers or mechanics 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 therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) 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, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 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. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) 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 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs A.1.(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) 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.

(iv) 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. 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 on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 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, sponsor, applicant, or owner, 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. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. 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 at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, 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 any 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. (Approved by the Office of Management and budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, 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 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime 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 1215-0149.)

(b) 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:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;

(2) 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 permissable deductions as set forth in 29 CFR Part 3;

(3) 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.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) 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 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, sponsor, applicant, or owner, 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 Part 5.12.

4. (i) Apprentices and Trainees. 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 the Bureau of Apprenticeship and Training 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 above, 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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau

of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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.

(ii) 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's 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 on 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 on 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 on 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 on 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.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. 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.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies 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 Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than $5,000 or imprisoned not more than two years, or both."

B. 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 shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

2. Violation; liability for unpaid wages, liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore 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 clause set forth in subparagraph (1) of this paragraph, 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 forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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 other 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 clause set forth in subparagraph (2) of this paragraph.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. The Contractor will be required to execute FHA Form No. 2403-A, Contractor's Prevailing Wage Certificate, as a condition precedent to insurance by the Federal Housing Administration of that certain mortgage loan, or an advance thereof, made or to be made by the mortgagee in connection with the construction of the project.

Article 2 – Equal Employment Opportunity

The applicant hereby agrees that it will incorporate or cause to be

incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

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

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

C. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will 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.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts 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, regulations or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G 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 subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary of Housing and Urban Development or the Secretary of Labor, the Contractor may request the United States to ener into such litigation to protect the interests of the United States.

H. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided, That* if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

I. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

J. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Article 3 – Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area

(Applicable to Section 236 projects, where the estimated replacement cost of the project as determined by the Secretary of Housing and Urban Development exceeds $500,000, and to all projects, including Section 236 regardless of estimated replacement cost, receiving rent supplement assistance under Title I, Section 101 of the Housing and Urban Development Act of 1965.)

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the unit of local government or the metropolitan area (or nonmetropolitan county) as determined by the Secretary of Housing and Urban Development in which the projects located and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or nonmetropolitan county) as the project.

Article 4 – Health and Safety

A. No laborer or mechanic shall be required to work in surroundingss or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

B. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and 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).

C. The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development of the Secretary of Labor shall direct as a means of enforcing such provisions.

SUPPLEMENTARY / SPECIAL CONDITIONS

The following Special Conditions modify, change, delete, or add to the General Conditions, HUD Form 5370 (1-2014). Where any part of the General Conditions is modified or voided by these Paragraphs, the unaltered provisions of that part shall remain in effect.

AMENDMENTS TO GENERAL CONDITIONS, HUD 5370.(11/2006):
The General Conditions shall be modified as follows:

Paragraph 1 - Definitions:
Add the following to the end of Paragraph (b):
Filing of the Contract for Construction:
(1). Once the Contract is signed by the Housing Authority, the Contractor shall cause the Contract to be recorded in the mortgage office of the County in which the work has been done. A copy of the recorded contract shall be provided to the Architect prior to the first Application for Payment.

Paragraph 2 – Contractor's Responsibility for Work

C) Add the following subparagraph:

(1) The Contractor's Job Superintendent is an important position for work coordination and supervision, and he **may** work in other job categories with his tools.

a. The General Contractor shall submit the name of his proposed Job Superintendent along with a resume of his previous experience as a Job Superintendent; name of Architects Project previously completed, size, type work, and location. He must be acceptable to the Contracting Officer and Architect.

b. **As required by HUD, all parts of this contract shall be daily done under the supervision of the Contractor's Superintendent.** If this person is to be away from the job for an extended period of time, he will designate a responsible person to assume his duties until he returns. The Owner shall be notified of this change in advance of the time.

Paragraph 9 – Specifications and Drawings for Construction

(e) (h) Add the following subparagraph:

(1) Shop Drawings and Materials Submittals are required on all materials and fabrications proposed for use in this Contract. Submit three (3) copies to Architect initially for review and approval.

a. Copies of all of these will be on site at all times.

(j) Add the following subparagraph;
The Contractor will be furnished, free of charge two (2) copies of the Drawings and Specifications and will be furnished, at actual cost of reproduction, as many additional copies as he may require.

Paragraph 11 – Material and Workmanship

(d) Add the following subparagraph:
Where the Plans and/or Specifications state "Or Equal", the Contractor shall submit information and samples of the Product to the Architect for review. The Architect shall render a decision on the submission and his determination shall prevail.

Paragraph 15 - Availability and Use of Utility Services:

Add the following as Paragraph (c):
c. At each Building worked on, the Contractor shall provide his own electrical power.

Paragraph 20 - Inspection and Acceptance of Construction:
Add the following at the end of subparagraph (j):

Filing of the Substantial Completion.
(1). In those states having statutes relating to liens on private and public works, upon Substantial Completion of the Work upon the recommendations of the Architect, the Owner shall accept the work in accordance with the Certificate of Substantial Completion, AIA Document G-704. The Owner shall sign the Certificate of Substantial Completion of the Work and the Contractor shall cause the Certificate to be recorded in the mortgage office of the County in which the work has been done.
Issuance of the Certificate of Substantial Completion does not constitute acceptance.
Final Completion and Final Payment

(2). In those states having statutes relating to liens on private and public works, neither the final payment nor any part of the retained percentage shall become due until the Contractors have deliver to the Owner a certificate by the Clerk of Court in the County in which the project is located that the Owner's Substantial Completion certificate has been recorded, more than forty-five (45) days has elapsed since the recordation in the case of public works, and no liens have been recorded affecting this property and all affidavits, consents and releases specified in General Conditions have been submitted to the Architect.

(3). If the clear lien certificate is not available at the Clerk of Court, the Contractor shall provide a lien waiver from all sub-contractors and suppliers that have worked on this project.

Paragraph 25 – Time for Completion

(a) The work shall be commenced at the time stipulated in the Notice to Proceed to the Contractor and shall be fully completed within **75** consecutive calendar days thereafter.

Paragraph 27 - Payments:
Add the following at the end of subparagraph d:
Application for Payment forms shall be AIA G702 and G703 which shall be supplied by the Contractor.
Applications for Payment for monthly pay period shall be submitted by the 25th day of each month.
Owner will endeavor to make payments within fifteen (15) working days after reception from the Architect.

Paragraph 29 - Changes
Under Paragraph (g) add the following regarding weather related delays:
If adverse weather conditions are the basis for a claim for additional time, the Contractor shall document that weather conditions had an adverse effect on the scheduled construction. An increase in the contract time due to weather shall not be cause for an increase in the contract sum. At the end of each month, the Contractor shall make one Claim for any adverse weather days occurring within the month. The Claim must be accompanied by sufficient documentation evidencing the adverse days and the impact on construction. Failure to make such Claim within twenty-one (21) days from the last day of the month shall prohibit any future claims for adverse days for that month.
The following are considered reasonably anticipated days of adverse weather on a monthly basis:

January	6 days	July	5 days
February	5 days	August	5 days
March	9 days	September	6 days
April	8 days	October	7 days
May	8 days	November	7 days
June	7 days	December	8 days

Paragraph 33 Liquidated Damages
Add the following sum for liquidated damages: $ 250.00 for each consecutive calendar day of delay.

Paragraph 36 – Insurance
Under Paragraph (a) (2) add the following limit per occurrence $1,000,000.
Under Paragraph (a) (3) add the following combined single limit per occurrence $ 1,000,000.
Revise Subparagraph (b) as follows:
The Contractor is not required to carry Builder's Risk Insurance for the work.

Paragraph 37 – Subcontractor Approval

(f) Add the following subparagraph:
The Contractor shall submit the names, addresses and prior experience of all Subcontractors proposed for work under this Contract to the Architect and the Housing Authority for their approval before any Work begins.

(1) If the Contractor furnishes materials and the mechanic performs site work; this Paragraph applies to that craft.

Paragraph 46 - Labor Standards - Davis-Bacon and Related Acts:
The General Decision included in the project manual for wage rates and fringes.

Paragraph 49 – Communications

(a) All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.

(b) Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract (at such other office as he may from time to time designate in writing to the Local Housing Authority, "LHA"), or deposited in the United States mail in a sealed, postage-prepaid envelope, or if delivered, with charges prepaid to any telegraph company for transmission; in each case addressed to such office.

(c) All papers required to be delivered to the LHA shall, unless otherwise specified in writing to the Contractor, be delivered to the Owner at the Office Building at 408 E. Carpenter St.; Stanton, TX 79782, and any notice to or demand upon the LHA shall be sufficiently given if so delivered, or deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Owner at such address, or to such other representatives of the LHA or to such other address as the LHA may subsequently specify in writing to the Contractor for such purpose.

(1) All certificates for Payment are to be sent to Architect for approval. Architect will review and forward to Owner.

(d) Any such notice shall be deemed to have been given as of the time of actual delivery; or, in the case of mailing, when the same should have been received in due course of post; or, in the case of telegrams, at the time of actual receipt.

End of Section

SECTION 00075
BUILD AMERICA, BUY AMERICA IMPLEMENTATION
FOR THE PUBLIC HOUSING PROGRAM

FOR HUD PROJECTS

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-5000

OFFICE OF PUBLIC AND INDIAN HOUSING

SPECIAL ATTENTION OF:	**2024-01pihn**
Office Directors of Public Housing; Regional Directors; Public Housing Agencies	Issued: January 3, 2024
	Expires: This notice remains in effect until amended, superseded, or rescinded.
	Cross References: Sections 70901-52 of Pub. L. No. 117-58

SUBJECT: BUILD AMERICA, BUY AMERICA IMPLEMENTATION GUIDANCE FOR THE PUBLIC HOUSING PROGRAM

1. PURPOSE

This Notice is intended to assist Public Housing Agencies (PHAs) by providing them with information about the "Buy America preference" (BAP) requirement created by the Build America, Buy America Act (BABA) and its impact on Public and Indian Housing (PIH) programs. This Notice also provides a timeline for the application of the BAP and highlights issues that PHAs may want to consider when preparing for HUD's full implementation of the BAP over the next year.

Note: The guidance provided in this Notice is subject to change if the Office of Management and Budget (OMB) guidance on the application of BABA in Federal financial assistance (FFA) programs for infrastructure is updated. This notice does not apply to FFA provided to Tribes, Tribally Designated Housing Entities (TDHEs), and other Tribal Entities collectively referred to as "Tribal Recipients."

https://www.hud.gov/sites/dfiles/OCHCO/documents/2024-01pihn.pdf

END OF BUY AMERICA EXCERPT

DOMESTIC PREFERENCE FOR PROCUREMENT
CERTIFICATE

BUY AMERICAN / BUILD AMERICA

(a) Domestic sourced *Products*:

(1) The *Offeror* certifies that each *end product*, except those listed in paragraph (b) of this provision, is a domestic *end product* and that each domestic *end product* listed in paragraph (c) of this provision contains a critical *component*.

(2) The *Offeror shall* list as foreign *end products* those *end products* manufactured in the *United States* that do not qualify as domestic *end products*. For those foreign end *products* that do not consist wholly or predominantly of iron or steel or a combination of both, the *Offeror shall* also indicate whether these foreign *end products* exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

(3) The *Offeror shall* separately list the *line item numbers* of domestic *end products* that contain a critical *component* (see FAR 25.105).

(b) Foreign End *Products*:

(4) The terms “*commercially* available off-the-shelf (COTS) item,” “critical *component*,” "domestic *end product*," "*end product*," and "foreign *end product*" are defined in the clause of this *solicitation* entitled "Buy American-*Supplies*."

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[*List as necessary*]

(c) Domestic *end products* containing a critical *component*:

Line-Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[*List as necessary*]

_____ _____

Contractor Offered/certified — Date

END OF CERTIFICATE

HUD BUY AMERICA, BUILD AMERICA (BABA)
SELF-CERTIFICATION

_____ _____

(Contractor name, hereinafter known as "Contractor")

must comply with the requirements of the Build America, Buy America Act (BABA), 41 USC 8301 note, and all applicable rule and notices, as may be amended. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provision as Applied to recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The Build America, Buy America Act (BABA) requires that all iron, steel, manufactured products, and construction materials used for federally funded infrastructure projects are produced in the United States, unless otherwise exempt or subject to an approved waiver. Please see the NH Housing Build America, Buy America Policy for more information.

For all projects subject to BABA, the Contractor **will submit the Build America, Buy America Construction Material Spreadsheet and certify**, to the best of his/her knowledge and belief (check all that apply):

☐ All the iron and steel products used in the project were manufactured, from initial melting through application of coatings, in the United States.

☐ All construction materials were manufactured in the United States.

☐ The final product of all manufactured products were manufactured in the United States **AND** at least 55% of the cost of the product came from components that were mined, produced, or manufactured in the United States.

☐ Some or all iron and steel, construction materials and manufactured products used in the project were not produced in the United States and the following waivers were obtained:

- ☐ Exigent Circumstances Waiver dated: _____
- ☐ *De Minimis* Wavier dated: _____
- ☐ Small Grants Waiver dated: _____
- ☐ Public Interest Waiver dated: _____
- ☐ Nonavailability Waiver date: _____
- ☐ Unreasonable Cost Waiver dated:

Furthermore, the Contractor certifies, to the best of his/her knowledge and belief certifies:

1. All of the requirements of BABA have been complied with and products have been properly classified to the best of my ability.

2. All supporting documentation certifying that products are “Made in America” has been provided to NH Housing.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of this certification.

Signature

_____

Printed Name and Title

_____

Date

_____

SECTION 00076

FEDERAL LABOR STANDARDS PROVISIONS

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

HUD form HUD-4010 Federal Labor Standards Provisions
Current Edition 6/2009; Total of five (5) pages

END OF SECTION

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, 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 l(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 particular 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 on 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.

(ii) (a) Any class of laborers or mechanics 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 the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) 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, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 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. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) 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 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) 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.

(iv) 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. 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 on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. 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 l(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 any costs reasonably anticipated in providing benefits under a plan or program described in Section l(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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, 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 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) 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:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) 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;

(3) 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.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) 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 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, sponsor, applicant or owner, 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.

4. Apprentices and Trainees.

(i) 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 the Office of Apprenticeship Training, Employer and Labor Services 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 above, 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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.

(ii) 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 on 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 on 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 on the wage determination for the 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 on 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.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. 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

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. 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 Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. 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 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 clause set forth in subparagraph (1) of this paragraph, 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 clause set forth in subparagraph (1) of this paragraph, 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 the clause set forth in sub paragraph (1) of this paragraph.

(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 other Federal contract with the same prime contract, 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 clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and 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 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

SECTION 00078 - WAGE RATES

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

Wage Decision: TX-Residential TX20260108; dated May 18, 2026 Total of four (4) pages

END OF SECTION

"General Decision Number: TX20260108 05/18/2026

State: Texas

Construction Types: Residential

Counties: Texas Counties of
Andrews, Borden, Brewster, Crane,
Crockett, Culberson, Dawson, Edwards,
Gaines, Glasscock, Howard, Hudspeth,
Jeff Davis, Loving, Martin, Pecos,
Presidio, Reagan, Reeves, Sutton,
Terrell, Upton, Val Verde, Ward and
Winkler

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

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

SUTX2009-144 04/22/2009

	Rates	Fringes
ROOFER	$ 9.92	0.00
PLUMBER	$ 20.00	0.00
PAINTER: BRUSH AND ROLLER	$ 9.33	0.00
LABORER: COMMON OR GENERAL	$ 8.35	0.00
ELECTRICIAN	$ 15.99	0.00
CEMENT MASON/CONCRETE FINISHER	$ 10.77	0.00
CARPENTER	$ 11.26	0.00

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

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ◆SU◆ identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

◆SU◆ wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ◆SA◆ identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ◆SA◆ identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

==========

END OF GENERAL DECISION

"

VERIFICATION OF EMPLOYMENT ELIGIBILITY

Project:
HVAC Improvement Project; Sites 01, 02, and 03. Project TX190
408 E. Carpenter St.; Stanton, TX
Stanton Housing Authority

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

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.

Employment Eligibility Verification

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No.1615-0047
Expires 07/31/2026

START HERE: Employers must ensure the form instructions are available to employees when completing this form. Employers are liable for failing to comply with the requirements for completing this form. See below and the Instructions.

ANTI-DISCRIMINATION NOTICE: All employees can choose which acceptable documentation to present for Form I-9. Employers cannot ask employees for documentation to verify information in **Section 1**, or specify which acceptable documentation employees must present for **Section 2** or Supplement B, Reverification and Rehire. Treating employees differently based on their citizenship, immigration status, or national origin may be illegal.

Section 1. Employee Information and Attestation: Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.

Last Name (Family Name)	First Name (Given Name)	Middle Initial (if any)	Other Last Names Used (if any)

Address (Street Number and Name)	Apt. Number (if any)	City or Town	State	ZIP Code

Date of Birth (mm/dd/yyyy)	U.S. Social Security Number	Employee's Email Address	Employee's Telephone Number

I am aware that federal law provides for imprisonment and/or fines for false statements, or the use of false documents, in connection with the completion of this form. I attest, under penalty of perjury, that this information, including my selection of the box attesting to my citizenship or immigration status, is true and correct.

Check one of the following boxes to attest to your citizenship or immigration status (See page 2 and 3 of the instructions.):

- ☐ 1. A citizen of the United States
- ☐ 2. A noncitizen national of the United States (See Instructions.)
- ☐ 3. A lawful permanent resident (Enter USCIS or A-Number.)
- ☐ 4. A noncitizen (other than **Item Numbers 2.** and **3.** above) authorized to work until (exp. date, if any)

If you check **Item Number 4.**, enter one of these:

USCIS A-Number	OR	**Form I-94 Admission Number**	OR	**Foreign Passport Number and Country of Issuance**

Signature of Employee	Today's Date (mm/dd/yyyy)

If a preparer and/or translator assisted you in completing Section 1, that person MUST complete the Preparer and/or Translator Certification on Page 3.

Section 2. Employer Review and Verification: Employers or their authorized representative must complete and sign Section 2 within three business days after the employee's first day of employment, and must physically examine, or examine consistent with an alternative procedure authorized by the Secretary of DHS, documentation from List A OR a combination of documentation from List B and List C. Enter any additional documentation in the Additional Information box; see Instructions.

	List A	OR	List B	AND	List C
Document Title 1					
Issuing Authority					
Document Number (if any)					
Expiration Date (if any)					
Document Title 2 (if any)					
Issuing Authority					
Document Number (if any)					
Expiration Date (if any)					
Document Title 3 (if any)					
Issuing Authority					
Document Number (if any)					
Expiration Date (if any)					

Additional Information

☐ Check here if you used an alternative procedure authorized by DHS to examine documents.

Certification: I attest, under penalty of perjury, that (1) I have examined the documentation presented by the above-named employee, (2) the above-listed documentation appears to be genuine and to relate to the employee named, and (3) to the best of my knowledge, the employee is authorized to work in the United States.

First Day of Employment (mm/dd/yyyy):

Last Name, First Name and Title of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)

Employer's Business or Organization Name	Employer's Business or Organization Address, City or Town, State, ZIP Code

For reverification or rehire, complete Supplement B, Reverification and Rehire on Page 4.

SECTION 00079 - Verification of Employment Eligibility - 2

LISTS OF ACCEPTABLE DOCUMENTS

All documents containing an expiration date must be unexpired.
* Documents extended by the issuing authority are considered unexpired.
Employees may present one selection from List A or a
combination of one selection from List B and one selection from List C.
Examples of many of these documents appear in the Handbook for Employers (M-274).

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card		1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		1. A Social Security Account Number card, unless the card includes one of the following restrictions: (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		3. School ID card with a photograph		3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
4. Employment Authorization Document that contains a photograph (Form I-766)		4. Voter's registration card		4. Native American tribal document
5. For an individual temporarily authorized to work for a specific employer because of his or her status or parole: a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: (1) The same name as the passport; and (2) An endorsement of the individual's status or parole as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.		5. U.S. Military card or draft record		5. U.S. Citizen ID Card (Form I-197)
		6. Military dependent's ID card		6. Identification Card for Use of Resident Citizen in the United States (Form I-179)
		7. U.S. Coast Guard Merchant Mariner Card		7. Employment authorization document issued by the Department of Homeland Security For examples, see Section 7 and Section 13 of the M-274 on uscis.gov/i-9-central. The Form I-766, Employment Authorization Document, is a List A, Item Number 4. document, not a List C document.
		8. Native American tribal document		
		9. Driver's license issued by a Canadian government authority		
		For persons under age 18 who are unable to present a document listed above:		
		10. School record or report card		
		11. Clinic, doctor, or hospital record		
		12. Day-care or nursery school record		
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI				

Acceptable Receipts

May be presented in lieu of a document listed above for a temporary period.
For receipt validity dates, see the M-274.

• Receipt for a replacement of a lost, stolen, or damaged List A document. • Form I-94 issued to a lawful permanent resident that contains an I-551 stamp and a photograph of the individual. • Form I-94 with "RE" notation or refugee stamp issued to a refugee.	OR	Receipt for a replacement of a lost, stolen, or damaged List B document.	Receipt for a replacement of a lost, stolen, or damaged List C document.

*Refer to the Employment Authorization Extensions page on I-9 Central for more information.

Supplement A,
Preparer and/or Translator Certification for Section 1

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
Supplement A
OMB No. 1615-0047
Expires 07/31/2026

Last Name *(Family Name)* from **Section 1.**	First Name *(Given Name)* from **Section 1.**	Middle Initial *(if any)* from **Section 1.**

Instructions: This supplement must be completed by any preparer and/or translator who assists an employee in completing Section 1 of Form I-9. The preparer and/or translator must enter the employee's name in the spaces provided above. Each preparer or translator must complete, sign, and date a separate certification area. Employers must retain completed supplement sheets with the employee's completed Form I-9.

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator			Date *(mm/dd/yyyy)*
Last Name *(Family Name)*	First Name *(Given Name)*		Middle Initial *(if any)*
Address *(Street Number and Name)*	City or Town	State	ZIP Code

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator			Date *(mm/dd/yyyy)*
Last Name *(Family Name)*	First Name *(Given Name)*		Middle Initial *(if any)*
Address *(Street Number and Name)*	City or Town	State	ZIP Code

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator			Date *(mm/dd/yyyy)*
Last Name *(Family Name)*	First Name *(Given Name)*		Middle Initial *(if any)*
Address *(Street Number and Name)*	City or Town	State	ZIP Code

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator			Date *(mm/dd/yyyy)*
Last Name *(Family Name)*	First Name *(Given Name)*		Middle Initial *(if any)*
Address *(Street Number and Name)*	City or Town	State	ZIP Code

Supplement B,
Reverification and Rehire (formerly Section 3)

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
Supplement B
OMB No. 1615-0047
Expires 07/31/2026

Last Name (Family Name) from **Section 1.**	First Name (Given Name) from **Section 1.**	Middle Initial (if any) from **Section 1.**

Instructions: This supplement replaces Section 3 on the previous version of Form I-9. Only use this page if your employee requires reverification, is rehired within three years of the date the original Form I-9 was completed, or provides proof of a legal name change. Enter the employee's name in the fields above. Use a new section for each reverification or rehire. Review the Form I-9 instructions before completing this page. Keep this page as part of the employee's Form I-9 record. Additional guidance can be found in the Handbook for Employers: Guidance for Completing Form I-9 (M-274)

Date of Rehire *(if applicable)*	New Name *(if applicable)*		
Date *(mm/dd/yyyy)*	Last Name (Family Name)	First Name (Given Name)	Middle Initial

Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.

Document Title	Document Number (if any)	Expiration Date (if any) (mm/dd/yyyy)

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.

Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date *(mm/dd/yyyy)*

Additional Information (Initial and date each notation.)

☐ Check here if you used an alternative procedure authorized by DHS to examine documents.

Date of Rehire *(if applicable)*	New Name *(if applicable)*		
Date *(mm/dd/yyyy)*	Last Name (Family Name)	First Name (Given Name)	Middle Initial

Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.

Document Title	Document Number (if any)	Expiration Date (if any) (mm/dd/yyyy)

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.

Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date *(mm/dd/yyyy)*

Additional Information (Initial and date each notation.)

☐ Check here if you used an alternative procedure authorized by DHS to examine documents.

Date of Rehire *(if applicable)*	New Name *(if applicable)*		
Date *(mm/dd/yyyy)*	Last Name (Family Name)	First Name (Given Name)	Middle Initial

Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.

Document Title	Document Number (if any)	Expiration Date (if any) (mm/dd/yyyy)

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.

Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date *(mm/dd/yyyy)*

Additional Information (Initial and date each notation.)

☐ Check here if you used an alternative procedure authorized by DHS to examine documents.

SECTION 00080

PREVIOUS PARTICIPATION

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

HUD 2530 Previous Participation Certificate
Current Edition 11/2012; Total of five (5) pages

END OF SECTION

Previous Participation Certification

U.S. Department of Housing And Urban Development
Office of Housing /Federal Housing Commissioner

U.S. Department of Agriculture
Farmers Home Administration

OMB Approval No. 2502-0118
(exp 11/30/2012)

Part I To be completed by Principals of Multifamily Projects. See Instructions
Reason for Submitting Certification

For HUD HQ/FmHA use only

1. Agency Nam e and City where the application is filed	2. Project Name, Project Number. City and Zip Code contained in the application

3. Loan or Contract Amount	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) ☐ Existing ☐ Rehabilitation ☐ Proposed (New)

List of all proposed Principal Participants and attach organization chart for all organizations. **7.** Names and addresses of All Known Principals and Affiliates (people, business & organizations) proposing to participate in the project described above. (list names alphabetically; last, first, middle initial)	8. Role of Each Principal in Project	9. Expected % Owner Ship Interest in Project	10. Social Security or IRS Employer Number

Certifications: I (meaning the individual who signs as well as the corporations, partnerships or other parties listed above who certify) hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as a principal in the role and project listed above based upon my following previous participation record and this Certification. Verify that neither you n any of your principals or affiliates have ever been fou to be in noncompliance with any applicable fair housi and civil rights requirements in 24 CFR 5.105 (a). If you or any of your principals or affiliates have been found to be in noncompliance with any such requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any. I certify that all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and Exhibits signed by me ar attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. I further certify that:

Schedule A contains a listing of every assisted or insured project of HUD, USDA FmHA and State and local government housing finance agencies in which I have been or am now a principal.

2. For the period beginning 10 years prior to the date of this certification, and except as shown by me on the certification.

a. No mortgage on a project listed by me has ever been in default, assigned to the Government or foreclosed, nor has mortgage relief by the mortgagee been given;

b. I have not experienced defaults or noncompliances under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;

c. To the best of my knowledge, there are no unresolved findings raised as a result of HUD audits, management reviews or other Governmental investigations concerning me or my projects;

d. There has not been a suspension or termination of payments under any HUD assistance contract in which I have had a legal or beneficial interest;

e. I have not been convicted of a felony and am not presently, to my knowledge, the subject of 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);

f. I 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.

g. I 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.

3. All the names of the parties, known to me to be principals in this project(s) in which I propose to participate, are listed above.

4. I am not a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct_Ior Employees of the Executive Branch in 5C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part _ and USDA's Standard of Conduct in 7 C.F.R. Part _ Subpart B.

5. I am not a principal 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

6. To my knowledge I have not been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.10_(a).

7. I am not 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.

8. Statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which I think helps to qualify me as a responsible principal for participation in this project.

Typed or Printed Name of Principal	Signature of Principal	Certification Date (mm/dd/yyyy)	Area Code and Telephone No.
This form was prepared by (Please print name)		Area Code and Telephone No.	

Schedule A: List of Previous Projects and Section 8 Contracts. By my name below is the complete list of my previous projects and my participation history as a principal; in Multifamily Housing programs of HUD/FmHA, State, and Local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Abbreviate where possible. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If you have no previous projects write, by your name, **"No previous participation, First Experience."**

1. List each Principal's Name (list in alphabetical order, last name first)	2. List Previous Projects (give the I.D. number, project name, city location, & government agency involved if other than HUD)	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of Loan (current, defaulted, assigned, or foreclosed)	5. Was Project ever in Default, during your participation?			6. Last Mgmt. and/or Physical Inspctn R ating and Date
				Yes	No	If "Yes," explain	

Part II – For HUD Internal Processing Only
Received and checked by me for accuracy and completeness; recommend approval or transferral to Headquarters as checked below:

Date (mm/dd/yyyy)	Telephone Number and Area Code	☐ A. No adverse information	☐ C. Disclosure or Certification problem
Staff	Processing and Control	☐ B. Name match in System	☐ D. Other, our memorandum is attached

Supervisor	Director of Housing/Director, Mulitfamily Division	Approved ☐Yes ☐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. If you have many projects to list (20 or more) and expect to be applying frequently for participation in HUD projects, you should consider filing a Master List. See Master List instructions below under "Instructions for Completing Schedule A."

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 parties applying to become principal participants 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, nonprofit 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 arms 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 re consideration 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, management, change in ownership, 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 of the site location.

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 role that each will perform. The following are possible roles that the principals may perform: Sponsor, Owner, Prime Contractor, Turnkey Developer, Managing Agent, Packager, Consultant, General Partner, Limited Partner (include percentage), Executive Officer, Director, Trustee, Major Stockholder, or Nursing Home Administrator. Beside the name of each affiliate, write the name of the person or firm of affiliation, such as "Affiliate of Smith Construction Co."

Block 9: Fill in the percentage of ownership in the proposed project that each principal is expected to have. Also specify if the participant is a general or limited partner. Beside the name of those parties who will not be owners, write "None."

Block 10: Fill in the Social Security Number or IRS employer number of every party 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. To avoid duplication of disclosure, list the project and then the entities or individuals involved in that project. You may use the name or a number code to denote the entity or individual that participated. The number code can then be used in column 3 to denote role.

Column 2 List the project or contract identification of each previous project. **All previous projects must be included or your certification cannot be processed.** Include the name of all projects, the cities in which they are located and the government agency (HUD, USDA-FmHA or State or local housing finance agency) that was involved. At the end of your list of projects, draw a straight line across the page to separate your record of projects from that of others signing this form who have a different record to report.

Column 3 List the role(s) of your participation, dates participated, and if fee or identity of interest with owners.

Column 4 Indicate the current status of the loan. Except for current loans, the date associated with the status is required. Loans under a workout arrangement are considered assigned. An explanation of the circumstances surrounding the status is required for all non-current loans.

Column 5 Explain any project defaults during your participation.

Column 6 Enter the latest Management and/ or Physical Inspection Review rating. If either of the ratings are below average, the report issued by HUD is required to be submitted along with the applicant's explanation of the circumstances surrounding the rating.

No Previous Record: Even if you have never participated in a HUD project before, you must complete form HUD-2530. If you have no record of previous projects to list, fill in your name in column 1 of Schedule A, and write across the form by your name – "No previous participation, first experience."

Master List System: If you expect to file this form frequently and you have a long list of previous projects to report on Schedule A, you should consider filing a Master List. By doing so, you will avoid having to list all your previous projects each time you file a new application.

To make a Master List, use form HUD2530. On page 1, in block 1, enter (in capital letters) the words "**Master List**." In blocks 2 through 6 enter in "N.A." meaning Not Applicable. Complete blocks 7 through 10.

In the box below the statement of certification, fill in the names of all parties who wish to file a Master List together (type or print neatly). Beside each name, every party must sign the form. In the box titled "Proposed Role," fill in "N.A." Also, fill in the date you sign the form and provide a telephone number where you can be reached during the day. No determinations will be made on these certificates.

File one copy of the Master List with each HUD Office where you do business and mail one copy to the following address:

HUD-2530 Master List
Participation and Compliance
Division – Housing
U.S. Department of Housing and
Urban Development 451 Seventh
Street, S.W. Washington, D.C. 20410

Once you have filed a Master List, you do not need to complete Schedule A when you submit form HUD-2530. Instead, write the name of the participant in column 1 of Schedule A and beside that write "See Master List on file." Also give the date that appears on the Master List that you submitted. Below that, report all changes and additions that have occurred since that date. Be sure to include any mortgage defaults, assignments or foreclosures not listed previously.

If you have withdrawn from a project since the date the Master List was filed, be sure to name the project. Give the project identification number, the month and year your participation began and/or ended.

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 certification, fill in the name of all principals and affiliates (type or print neatly). Beside the name of each principal and affiliate, each party must sign the form, 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"). Beside each signature, fill in the role of each party (the same as shown in block 8). In addition, each person who signs the form should fill in the date that he or she signs, as well as providing a telephone number where he or she can be reached during business hours. By providing a telephone number where you can be reached, you will help to prevent any possible delay caused by mailing and processing time in the event HUD has 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 and strike through those parts that differ with your record, then sign and certify to that remaining part which does describe you or your record.

Attach a signed letter, note or an explanation of the items you have struck out on the certification and report the facts of your correct record. Item A(2)(e) relates to felony convictions within the past 10 years. If you have been convicted of a felony within 10 years, strike out all of A(2)(e) on the certificate and attach your statement giving your 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 standpoint 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 who 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 for participation in this HUD program.

SECTION 00082

Certification for a Drug-Free Workplace

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

HUD 50070 Certification for a Drug-Free Workplace
Current Edition 3/1998; Total of one (1) page

END OF SECTION

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

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

Name of Authorized Official	Title

Signature	Date
X	

SECTION 00086

Contractors Implementation of Section 3 of the HUD Act of 1968

Contractor shall prepare and submit a SECTION 3 COMPLIANCE PLAN.

Documents available for Contractor's use in preparing the Section 3 Compliance Plan

1. SECTION 3 Questions and Answers; four (4) pages.
2. SECTION 3 Business Certification form; one (1) page.
3. SECTION 3 Residential Certification form; two (2) pages.
4. SECTION 3 Compliance Plan; three (3) pages.

Contractors Implementation of Section 3 of the HUD Act of 1968

"SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

This Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) as amended, the HUD regulations issued pursuant thereto at 14 CFR, Part 135, and any applicable rules and orders of HUD issued thereunder prior to the execution of this contract. The Section 3 clause, set forth in 24 CFR, 135.20(b) provides:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the HUD Act of 1968, as amended (2 USC 1701u (Section Three). 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 part 135 regulations.

C. The proposer agrees to send to each labor organization or representative of workers with which the proposer has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the proposer'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 proposer 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 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 proposer will certify that any vacant employment positions, including training positions, that are filled (1) after the proposer 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 proposer's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations of 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 (24 USC 450e) also applies to the work to be performed under this contract . Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (2) preference in the award of contracts and subcontract 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).

H. Pursuant to 24 CFR 905.170(b), compliance with Section 3 requirements 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 25 USC Section 450e(b) when this law is applicable.

I. Section 3 Summary Report; Contractor shall submit form HUD-60002 to report annual accomplishments regarding implementation of the Section 3 economic opportunities.

Section 3

What is Section 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

How does Section 3 promote self- sufficiency?

Section 3 is a starting point to obtain job training, employment and contracting opportunities. From this integral foundation coupled with other resources comes the opportunity for economic advancement and self-sufficiency.

- Federal, state and local programs
- Advocacy groups
- Community and faith-based organizations

How does Section 3 promote homeownership?

Section 3 is a starting point to homeownership. Once a Section 3 resident has obtained employment or contracting opportunities they have begun the first step to self-sufficiency.

Remember, “It doesn’t have to be fields of dreams”. Homeownership is achievable. For more information visit our HUD website.

Who are Section 3 residents?

Section 3 residents are:

- Public housing residents or
- Persons who live in the area where a HUD-assisted project is located and who have a household income that falls below HUD’s income limits.

Determining Income Levels

- Low income is defined as 80% or below the median income of that area.
- Very low income is defined as 50% or below the median income of that area.

What is a Section 3 business concern?

A business that:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or

- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

What programs are covered?

Section 3 applies to HUD-funded Public and Indian Housing assistance for development, operating, and modernization expenditures.

Section 3 also applies to certain HUD-funded Housing and Community Development projects that complete housing rehabilitation, housing construction, and other public construction.

What types of economic opportunities are available under Section 3?

- Job training
- Employment
- Contracts

Any employment resulting from these expenditures, including administration, management, clerical support, and construction, is subject to compliance with Section 3.

Examples of Opportunities include:

- Accounting
- Architecture
- Appliance repair
- Bookkeeping
- Bricklaying
- Carpentry
- Carpet Installation
- Catering
- Cement/Masonry
- Computer/Information
- Demolition
- Drywall
- Electrical
- Elevator Construction
- Engineering
- Fencing
- Florists
- Heating
- Iron Works
- Janitorial
- Landscaping
- Machine Operation
- Manufacturing
- Marketing
- Painting
- Payroll Photography
- Plastering
- Plumbing
- Printing Purchasing
- Research
- Surveying
- Tile setting
- Transportation
- Word processing

Who will award the economic opportunities?

Recipients of HUD financial assistance will award the economic opportunities. They and their contractors and subcontractors are required to provide, to the greatest extent feasible, economic opportunities consistent with existing Federal, State, and local laws and regulations.

Who receives priority under Section 3?

For training and employment:

- Persons in public and assisted housing
- Persons in the area where the HUD financial assistance is spent
- Participants in HUD Youthbuild programs
- Homeless persons

For contracting:

- Businesses that meet the definition of a Section 3 business concern

How can businesses find Section 3 residents to work for them?

Businesses can recruit Section 3 residents in public housing developments and in the neighborhoods where the HUD assistance is being spent. Effective ways of informing residents about available training and job opportunities are:

- Contacting resident organizations, local community development and employment agencies
- Distributing flyers
- Posting signs
- Placing ads in local newspapers

Are recipients, contractors, and subcontractors required to provide long-term employment opportunities, not simply seasonal or temporary employment?

Recipients are required, to the greatest extent feasible, to provide all types of employment opportunities to low and very low-income persons, including permanent employment and long-term jobs.

Recipients and contractors are encouraged to have Section 3 residents make up at least 30 percent of their permanent, full-time staff.

A Section 3 resident who has been employed for 3 years may no longer be counted towards meeting the 30 percent requirement. This encourages recipients to continue hiring Section 3 residents when employment opportunities are available.

What if it appears an entity is not complying with Section 3?

There is a complaint process. Section 3 residents, businesses, or a representative for either may file a complaint if it seems a recipient is violating Section 3 requirements are being on a HUD-funded project.

Will HUD require compliance?

Yes. HUD monitors the performance of contractors, reviews annual reports from recipients, and investigates complaints. HUD also examines employment and

contract records for evidence that recipients are training and employing Section 3 residents and awarding contracts to Section 3 businesses.

How can Section 3 residents or Section 3 business concerns allege Section 3 violations?

You can file a written complaint with your local HUD Field Office.

A written complaint should contain:

- Name and address of the person filing the complaint
- Name and address of subject of complaint (HUD recipient, contractor or subcontractor)
- Description of acts or omissions in alleged violation of Section 3
- Statement of corrective action sought i.e. training, employment or contracts



SECTION 3

BUSINESS CERTIFICATION

FOR THOSE SEEKING PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY

Name of Business: _____

Address of Business: _____

Type of Business: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship
☐ Joint Venture ☐ Non-Profit ☐ Consortium

Attach the following documentation as evidence of Section 3 eligible status:
(Definition of "Section 3 business concern" in 24 CFR 135 describes three alternative qualifications.)

For Business claiming status as a Section 3 resident-owned enterprise:

☐ Copy of resident lease ☐ Copy of receipt of public assistance
☐ Copy of evidence of participation in a public assistance program
☐ Other evidence

For business entity as applicable:

☐ Copy of Articles of Incorporation ☐ Certificate of Good Standing
☐ Assumed Business Name Certificate ☐ Partnership Agreement
☐ List of owners/stockholders and % ownership of each appointing officers
☐ Corporation Annual Report ☐ Latest Board minutes
☐ Organization chart with names and titles and brief function statement
☐ Additional documentation

If claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:

☐ List of subcontracted Section 3 business(es) and subcontract amount

If basing Section 3 status by claiming at least 30 percent of workforce qualifies as current Section 3 residents or Section 3 eligible within 3 years of date of first employment with the business:

☐ List of all current full-time employees ☐ List of employees claiming Section 3 status
☐ PHA/IHA Residential lease less than 3 years from day of employment
☐ Other evidence of Section 3 status less than 3 years from date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

☐ Current financial statement ☐ Statement of ability to comply with public policy
☐ List of owned equipment ☐ List of all contracts for the past two years

_____ _____
Authorizing Name and Signature

Attested by: _____



SECTION 3
RESIDENT CERTIFICATION
EMPLOYMENT OPPORTUNITY DATA,
ELIGIBILITY FOR PREFERENCE

Eligibility for Preference

A section 3 resident seeking the preference in training and employment provided by 24 CFR Part 135 shall certify, or submit evidence to the recipient, subrecipient, contractor, or subcontractor, if requested, that the person qualifies as a Section 3 resident, as defined in §135.5. (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 and residence in general vicinity of project job site.)

Section 3 Resident Certification for Worker Seeking Preference in Training and Employment

I, _____, legally reside in _____ and meet the income eligibility guidelines for a low- or very-low-income person as published on the TDHCA web site. Income and Rent Limits http://www.tdhca.state.tx.us/pmcomp/irl/index.htm

My permanent address is: _____

_____

I have attached the following **required** documentation as evidence of my status:

- ☐ Copy of lease
- ☐ Copy of receipt of public assistance
- ☐ Copy of Evidence of participation in a public assistance program
- ☐ Other evidence _____

_____ _____
Signature

_____ _____
Print Name Date

SECTION 3 COMPLIANCE PLAN

Effective Date; November 30, 2020

Project Name_____ Date: _____

Company Name_____

Contact_____ Phone: _____

Email_____

This Compliance Plan is to be completed by the General Contractor as a part of the construction documentation process.

The General Contractor is required to complete a *Section 3 Employment & Contracting Report* (similar to HUD 60002) for any prime contract, or as Directed by the Housing Authority.

Purpose: Section 3 is a "Clause" in the Housing and Urban Development Act of 1968. Its intent is to provide job training and employment opportunities from programs that receive HUD funding to local low income residents and the businesses they own or that employ them.

Benchmarks: Section 3 Benchmarks for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses
Section 3 benchmarks for total number of labor hours worked by Section 3 workers and by Targeted Section 3 workers.

The benchmark for Section 3 workers is set at 25 percent (25%) or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year.

The benchmark for Targeted Section 3 workers is set at 5 percent (5%) or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year.

Definition of Section 3 Worker and Targeted Section 3 Worker:

HUD defines a Section 3 Worker for both public housing financial assistance and Section 3 projects as a worker that meets one of the following requirements:

- The worker's income is below the income limit established by HUD.
- The worker is employed by a Section 3 business concern.
- The worker is a YouthBuild participant.

HUD defines a Targeted Section 3 Worker differently for public housing financial assistance and Section 3 projects. For § 75.11, public housing financial assistance, a Targeted Section 3 worker includes any worker who is employed by a Section 3 business concern or is a:

- Resident of public housing or Section 8-assisted housing;
- Resident of another project managed by the PHA that is expending assistance; or
- YouthBuild participant.

For § 75.21, Section 3 projects, a Targeted Section 3 worker includes any worker who is employed by a Section 3 business concern or is a Section 3 worker who is:

- Living within the service area or neighborhood of the project; or
- A YouthBuild participant.

HUD defines a Section 3 business concern as a business concern that meets one of the following requirements:

- It is at least 51 percent owned by low- or very low-income persons;
- Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or
- It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.

Contractor Responsibilities:

Recordkeeping responsibilities for Contractors/subcontractors: Recordkeeping requirements for recipients are found at 24 CFR § 75.31. Recipients are required to maintain documentation to demonstrate compliance with the regulations and are responsible for requiring their contractors/subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers, Targeted Section 3 workers, and any qualitative efforts to comply with Section 3.

Outreach for Section 3 Workers and Targeted Section 3 Workers:

- The General Contractor is to ensure their subcontractors follow their Section 3 responsibilities.
    - Section 3 outreach and contract requirements are necessary for only Section 3 covered contracts which include any Public Housing contracts or contracts.
    - Section 3 reporting submitted by the general contractor is required on all subcontracts.
- For Section 3 covered contracts document outreach efforts to recruit potential Section 3 residents for employment opportunities and Section 3 business concerns for any subcontracting opportunities through methods such as the Texas Department of Housing and Community Affairs, local advertising, notices to professional associations and trade networks, signs placed a job site and local community organizations.
- Complete the Section 3 Employment & Contracting Report for all contracts with information on:
    - Contracts with any Section 3 businesses
    - Work hours performed by any Section 3 residents
    - Outreach efforts to Section 3 residents businesses for any Section 3 Covered contracts

Sub-Contracting Opportunities

- Any subcontracting opportunity from a Section 3 covered contract must be directed to Section 3 business concerns:
    - Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:
        - At least 51 percent owned and controlled by low- or very low-income persons;
        - Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
        - A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- When considering the award of contracts to business concerns, to use the order of priority as outlined in the PHA's Section 3 plan
- To use the *Section 3 Clause* in any subcontract
- Properly document any contracts with Section 3 businesses and unsuccessful bids from Section 3 businesses to complete *Section 3 Employment & Contracting Report*.

- Describe in the space below the strategies you will implement to hire Section 3 business concerns.

_____

_____

Contractor Acceptance

I certify that I have read this Section 3 Compliance Plan and will work to implement all aspects of this program.

I also certify that I will provide documentation requested by the Housing Authority for the certification to HUD of statutory, regulatory, and contractual compliance with Section 3

Signature:_____ **Date:**_____

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.

CONTRACTOR'S SECTION 3 COMPLIANCE REPORT

For Months of: _____

☐ Prime Contractor: _____ ☐ Sub Contractor _____

Address: _____ Contract Start Date: _____ Date of Report: _____

_____ Contract Completion Date: _____ Contract Amount: _____

Telephone Number: _____ Contact Person: _____ Type of Service: _____

Methods undertaken to achieve employment objectives for Section 3 Compliance if no Section 3 employees working during the reporting period

	(A)	(B)		(C)		(D)	
	Job Category	Number of Section 3 Workers	Total No. of Hours Worked by Section 3 Workers	Total No. Targeted Section 3 Workers	Total No. Hours Worked by Targeted Section 3 Workers	Total Number of of Employees of the Company	Total Hours Worked by All Employees
	Total for This Reporting Period						
	Total from Contract Start Date						

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:

_____

_____

_____

Name & Address of Contractor or Others in Attendance along with Affiliation	**Contact Phone Number**	**Put an "X" in Column if Received Acknowledgement of PHA's Section 3 Policy/Plan**	**Attendees' Comments or Questions**	**Requires Follow-Up by PHA** (Yes or No)

SECTION 3 INCOME LIMITS

All residents of public housing developments of the Housing Authority of

_____

qualify as Section 3 residents.

Alternatively, individuals residing in the

City of _____

Or County of _____

Who meet the income limits set forth below, can also qualify for Section 3 status.

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

HUD updates area median income annually and income limits vary by county.
Use the Project Income and Rent Tool (XLS) found on the TDHCA web site to determine income limits for the specific county: http://www.tdhca.state.tx.us/pmcomp/irl/index.htm

Income Eligibility Guidelines

Number in Household	Very Low Income (50% AMI)	Low Income (80% AMI)
1 individual		
2 individuals		
3 individuals		
4 individuals		
5 individuals		
6 individuals		
7 individuals		
8 individuals		

FY 2025 Income Limits Documentation System

FY 2025 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 2025 Income Limits Summary

FY 2025 Income Limit Area	Median Family Income Click for More Detail	FY 2025 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Martin County, TX HUD Metro FMR Area	$96,300	Very Low (50%) Income Limits ($) Click for More Detail	35,000	39,950	45,000	**49,950**	53,950	57,950	61,950	65,950
		Extremely Low Income Limits ($)* Click for More Detail	21,000	24,000	27,000	**32,150**	37,650	43,150	48,650	54,150
		Low (80%) Income Limits ($) Click for More Detail	55,950	63,950	71,950	**79,900**	86,300	92,700	99,100	105,500

NOTE: **Martin County, TX HUD Metro FMR Area** is part of the **Martin County, TX HUD Metro FMR Area**, so all information presented here applies to all of the Martin County, TX HUD Metro FMR Area. HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the Martin County, TX HUD Metro FMR Area.

The **Martin County, TX HUD Metro FMR Area** contains the following areas: Martin County, TX;

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® Document G701™ – 2001

Change Order

PROJECT: *(Name and address)*

CHANGE ORDER NUMBER:

DATE:

ARCHITECT'S PROJECT NUMBER:

TO CONTRACTOR: *(Name and address)*

CONTRACT DATE:

CONTRACT FOR:

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

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 *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
ADDRESS	ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
(Typed name)	*(Typed name)*	*(Typed name)*
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.

AIA Document G701™ – 2001. Copyright © 1979, 1987, 2000 and 2001 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:

PROJECT:

APPLICATION NO:

PERIOD TO:

CONTRACT FOR:

CONTRACT DATE:

PROJECT NOS: / /

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

FROM CONTRACTOR:

VIA ARCHITECT:

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	$	

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.

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.

AIA Document G702™ – 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™, Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION *(D + E)*	THIS PERIOD	MATERIALS PRESENTLY STORED *(Not in D or E)*	TOTAL COMPLETED AND STORED TO DATE *(D + E + F)*	% *(G ÷ C)*	BALANCE TO FINISH *(C − G)*	RETAINAGE *(If variable rate)*
	GRAND TOTAL								

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.

AIA Document G703™ – 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT: *(Name and address)*

PROJECT NUMBER:

CONTRACT FOR:

CONTRACT DATE:

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

TO OWNER: *(Name and address)*

TO CONTRACTOR: *(Name and address)*

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.)*

AIA Document G704™ – 2000. Copyright © 1963, 1978, 1992 and 2000 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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: HVAC Improvement Project, Sites 01, 02, and 03
Project TX190
STANTON HOUSING AUTHORITY
408 E. Carpenter St.;
Stanton, Texas 79782
Phone: (432) 756-2812 Fax: (432) 756-2220

B. Owner's Representative: Robert Bennett, Exec. Director
Phone: (432) 756-2812 Email: robert@stantonha.com

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: The Work generally includes replacing existing central heating systems with new central heating and cooling systems. The new condensing units will be placed at the exterior with new electrical run with disconnect. The Bids will be lump sum for base bid and additive alternate bids for additional apartment units.

B. The Dwelling units and Buildings 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 site in Stanton, Texas. Project site, Site 01, 02, & 03, near 408 E. Carpenter Street; Stanton, Texas.

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 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. Work on Saturday is acceptable provided the Contractor receives special approval from the Housing Authority 24 hours in advance of the work and disruptions.

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 or use of tobacco products is not permitted in the Buildings or on the Stanton Housing Authority property .

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 roofing and drainage work.

B. The Contractor is responsible for coordinating with Tenant's for access to the Dwelling Units if necessary.

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 SUPERITENDENT 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

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. ADDITIVE ALTERNATE No. 1 – At Apartment buildings and units listed in Project 01 (24 Units). Drawings A0.1 indicates the Apartment Units in Project 01. Refer to Mechanical Drawings, for work with Apartments in Project 01.
   1. Base Bid, provide work as indicated in the Drawings.
   2. Provide Bid amount for all material and labor on Bid Form as Additive Alternate No.1.
   3. Contract Time: Add ten (10) calendar days if this alternate is included in the contract.

B. ADDITIVE ALTERNATE No. 2 – At Apartment buildings and units listed in Project 03 (15 Units). Drawings A0.1 indicates the Apartment Units in Project 03. Refer to Mechanical Drawings, for work with Apartments in Project 03.
   1. Base Bid, no work at these buildings.
   2. Provide Bid amount for all material and labor on Bid Form as Additive Alternate No.2.
   3. Contract Time: Add ten (10) calendar days if this alternate is included in the contract.

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

DOCUMENT 01 2519

SUBSTITUTION REQUEST FORM

DATE: _____

TO: _____

ATTENTION: _____

PROJECT: _____

We submit for your consideration the following product as a substitution for the specified product:

Section No.	Paragraph	Specified Product
_____	_____	_____

Proposed Substitution: _____

_____

Reason for Substitution: _____

_____

Product Data:

Attach complete technical data for both the specified product and the proposed substitution. Include information on changes to Contract Documents that the proposed substitution will require for its proper installation.

Samples:

___ Attached ___ Will be furnished upon request

Does the substitution affect dimensions shown on Drawings?

___ No ___ Yes (explain) _____

_____

Effects of proposed substitution on other Work:

_____

_____

Differences between proposed substitution and specified Product:

_____

_____

Manufacturer's warranties of the proposed substitution are:

___ Same ___ Different (explain) _____

_____

Maintenance service and spare parts are available for proposed substitution from:

_____

_____

Previous installations where proposed substitution may be seen:

Project: _____ Project: _____

Owner: _____ Owner: _____

Architect: _____ Architect: _____

Date Installed: _____ Date Installed: _____

Cost savings to be realized by Owner, if proposed substitution is approved:

_____

Change to Contract Time, if proposed substitution is approved:

___ No Change ___ Add _____ days ___ Deduct _____ days

Submittal constitutes a representation that [Contractor] [Construction Manager] has read and agrees to the provisions of Section 01 2500.

Submitted by [Contractor:] [Construction Manager:]

_____

Signature

_____

Firm

For Use by Architect:

Based on the information supplied by the [Contractor,] [Construction Manager,] the Architect has reviewed the proposed substitution on the basis of design concept of the Work and conformance with information given in Contract Documents.

___ Approved ___ Approved as Noted ___ Rejected

Submit Additional Information: _____

_____

By: _____ Date: _____

SECTION 01 2600

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Supplemental Instructions.
2. Proposal Requests.
3. Contractor proposed changes.
4. Construction Change Directives.
5. Change Orders.

B. Related Sections:
1. Supplemental Conditions of the Contract.

1.2 CHANGE PROCEDURES

A. Architect's Supplemental Instructions:
1. Format: AIA Document G710 - Architect's Supplemental Instructions, or similar instructions.
2. Architect will advise of minor changes in Work not involving an adjustment to Contract Sum or Contract Time as authorized by the Conditions of the Contract.

B. Proposal Requests:
1. Format: AIA Document G709 - Proposal Request, or similar instructions.
2. Architect may issue a Proposal Request that includes a detailed description of a proposed change with supplemental or revised Drawings and specifications.
3. Prepare and submit an estimate of any change to Contract Sum or Contract Time within 7 calendar days after receipt. Include:
   a. Quantities and unit costs, with total cost or credit to Owner. If requested, furnish documentation of quantities.
   b. Taxes, delivery charges, equipment rentals, and trade discounts as applicable.
   c. If change in Contract Time is involved, provide updated Progress Schedule.
4. Do not stop work or initiate changes in response to a Proposal Request. If approved, Architect will prepare and issue a Change Order.
5. Submit three (3) copies; or submit electronically in Adobe PDF format.
6. Refer to Article 10 of the General Conditions of the Contract.

C. Contractor Proposed Changes:
1. Format: Contractor’s standard format.
2. Contractor may propose a change by submitting request for change to Architect.
3. Describe proposed change, reason for change, its full effect on Work, and any change to Contract Sum or Contract Time. Include:
   a. Quantities and unit costs, with total cost or credit to Owner. If requested, furnish documentation of quantities.
   b. Taxes, delivery charges, equipment rentals, and trade discounts as applicable.
   c. If change in Contract Time is involved, provide updated Progress Schedule.
4. Submit three (3) copies, or submit electronically in Adobe PDF format.

D. Construction Change Directive:
1. Format: AIA Document G713 - Construction Change Directive.
2. Architect may issue a directive, signed by Owner, instructing Contractor to proceed with a change for subsequent inclusion in a Change Order.
3. Documentation will describe changes in Work and designate method of determining any change to Contract Sum or Contract Time. Promptly execute change.

E. Change Orders:
   1. Format: AIA Document G701 - Change Order.
   2. Execution: Architect will issue Change Orders for signature of parties as provided in Conditions of the Contract.

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

Not used

END OF SECTION

SECTION 01 2900

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative procedures and submittal requirements for applications for payment.

1.2 SUBMITTALS

A. Prior to submittal of the first Application for Payment, submit the following items for review and approval:
   1. Construction Schedule
   2. List of Subcontractors and Major Suppliers.
   3. Schedule of Values.
   4. Copy of Building Permit
   5. Other items listed in General and Supplemental Conditions.

B. Construction Progress schedule:
   1. Within fourteen (14) days of date established for "commencement of the work", submit a comprehensive schedule indicating each significant category or unit of work to be performed at the site.
   2. Arrange schedule to indicate required sequencing of units, and to show time allowances for submittals review.

C. Schedule of Values:
   1. Prepare a schedule of values to show breakdown of Contract Sum corresponding with payment request breakdown and progress schedule line items. Show dollar value and per cent of total for each unit of work scheduled. Use AIA Form G702 and G703; or HUD 51000, provide detail breakdown.

D. Recording of the Contract for Construction and Bond:
   1. The Contractor must record the contract and bond with the Recorder of Mortgages in the County where the Work is performed within Thirty (30) days of the commencement of the Work. A copy of these recorded documents shall be forwarded to the Architect with the first application for payment. Payment will be withheld until copies of these recorded documents are received.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.1 PROGRESS SCHEDULE

A. Submittal: Submit updated schedule with each Application for Payment. Provide copies required with payment requests.

3.2 PAYMENT REQUESTS

A. Prior to initial payment request, submit:
   1. List of principal subcontractors and suppliers.

2. Schedule of values.
3. Progress schedule and first progress report.
4. Copies of building permits and similar start-up authorization or certifications.

B. Submit request for each calendar month, not later than 25th day of the month. Use AIA Forms G702 and G703; or HUD Forms 51000, 51001, 51002, 51003, 51004 fully completed and executed; submitted in triplicate, including attachment of waivers and similar documentation with one copy. Contractor must submit copies of invoices for stored materials with application for payment when billing for stored materials. Applications for payment with insufficient back-up will be returned to the Contractor or will be revised accordingly by the Architect.

C. Following issuance by Architect of Certificate of Substantial Completion, Contractor may submit special payment request, provided the following have been completed:
1. Obtain permits, certificates of inspection and other approvals and releases by governing authorities, required for Owner's occupancy and use of projects.
2. Submit warranties and similar documentation.
3. Complete final cleaning of work.
4. Submit record documents.

Refer to Section 01 7700 for other requirements.

D. If the Work extends beyond the Completion Date established in the Notice to Proceed and time adjustments by Change Order; then no further Progress Payments shall be made until the Work is Substantially Complete. The Architect shall establish the date of substantial completion.

E. Following completion of the following requirements, final payment request may be submitted:
1. Complete work listed as incomplete at time of Substantial Completion, or otherwise assure Owner of subsequent completion of individual incomplete items.
2. Submit "Clear Lien Certificate" from Clerk of Court.
3. Submit proof of payment on fees, taxes and similar obligations.
4. Remove temporary facilities, tools and similar items.
5. Complete requirements specified in "Project Closeout" section.
6. Obtain Consent of Surety for final payment.
7. Provide Certificate of Completion forms and Contractor's Release
8. Refer to Section 01 7700 for other requirements.

END OF SECTION

SECTION 01 3100

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Project coordination.
2. Coordination drawings.
3. Project meetings.

B. Related Sections:
1. Section 01 7700 - Contract Closeout.

1.2 PROJECT COORDINATION

A. Submit required project submittals in three (3) copies, or electronically in Abode PDF format.

B. Coordinate scheduling, submittals, and work of various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements.

C. Coordinate completion and clean up of work of separate Sections in preparation for Substantial Completion.

D. After Owner occupancy, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents to minimize disruption of Owner's activities.

1.3 COORDINATION DRAWINGS

A. Coordination Drawings:
1. Prior to commencement of Work, prepare coordination drawings (as required) to define relationship of mechanical, plumbing, and electrical components with roof components.
2. Include plans, elevations, sections, and details required to define relationships between components.
3. Prepare drawings at 1/4 inch = 1'-0" scale for general layout and 3/8 inch = 1'-0" for plans and sections in congested areas including equipment spaces.
4. Submit three (3) copies, or submit electronically in Adobe PDF format.

B. Hold coordination meetings with trades providing mechanical, plumbing, and electrical work as relates to roofing work.

C. When conflicts cannot be resolved:
1. Cease work in areas of conflict and request clarification prior to proceeding.
2. Prepare drawings to define and to indicate proposed solution.
3. Submit drawings for approval when actual measurements and analysis of Drawings and Project Manual indicate that various systems cannot be installed without significant deviation from intent of Contract Documents.

D. Submit original composite coordination drawings as part of Project Record Documents specified in Section 01 7700.

1.4 PROJECT MEETINGS

A. Schedule and administer preconstruction conference and pre-installation conferences.

B. Make physical arrangements for meetings; notify involved parties at least three (3) days in advance.

C. Record significant proceedings and decisions at each meeting; reproduce and distribute copies to parties in attendance and others affected by proceedings and decisions made.

1.5 PRECONSTRUCTION CONFERENCE

A. Schedule within 15 calendar days after date of Notice to Proceed at Project Site at a time convenient to all parties.

B. Attendance:
   1. Contractor.
   2. Owner.
   3. Architect.
   4. Major subcontractors and suppliers as Contractor deems appropriate.

C. Review and Discuss:
   1. Relation and coordination of various parties, and responsible personnel for each party.
   2. Use of premises, including office and storage areas, temporary controls, and security procedures.
   3. Construction schedule and critical work sequencing.
   4. Processing of:
      a. Contract modifications.
      b. Shop Drawings, Product Data, and Samples.
      c. Applications for Payment.
      d. Substitutions.
      e. Other required submittals.
   5. Adequacy of distribution of Contract Documents.
   6. Procedures for maintaining contract closeout submittals.
   7. Installation and removal of temporary facilities.
   8. Notification procedures and extent of testing and inspection services.

1.6 PROGRESS MEETINGS

A. Schedule monthly (as needed) progress meetings.

B. Location: Contractor’s project field office.

C. Attendance:
   1. Contractor.
   2. Owner.
   3. Architect.
   4. Subcontractors and suppliers as appropriate to agenda.

D. Review and Discuss:
   1. Work progress since previous meeting, including:
      a. Field observations, deficiencies, conflicts, and problems.
      b. Progress and completion date.
      c. Corrective measures needed to maintain quality standards, progress, and completion date.
   2. Status of:
      a. Requests for information.
      b. Submittals.
      c. Contract modifications.
   3. Coordination between various elements of Work.
   4. Maintenance of Project Record Documents.

1.7 PRE-INSTALLATION CONFERENCES

A. Conduct a Pre-installation conference at Project site before each construction activity that requires coordination with other construction; and at major Work activities.

B. Require attendance of parties directly affecting or affected by work of the specific Section.

C. Review conditions of installation, preparation and installation procedures, and coordination with related work.

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

Not used

END OF SECTION

SECTION 01 3300

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes procedures and requirements for Contractor submittals of product data, shop drawings, samples and other information not considered as part of the Contract Documents but required under their provisions.

B. Excessive re-submittal penalty.

1.2 PRODUCT DATA, SHOP DRAWINGS

A. General: Where contents of submittal include data not pertinent to the project, clearly indicate which portion is being submitted for review.

B. Number of copies required: Submit the number of copies which are required to be returned plus two copies which will be retained by the Architect.

C. Scale and measurements: Make all Shop Drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the Work.

D. Design drawings shall not be reproduced and used as shop drawings.

1.3 SAMPLES

A. Accuracy of samples: Samples shall be of the precise article proposed to be furnished.

B. Number of samples required: Unless otherwise specified, submit all Samples in the quantity which is required to be returned plus one which will be retained by the Architect.

1.4 QUALITY ASSURANCE

A. Coordination of submittals: Prior to each submittal, review and coordinate all aspects of each item being submitted and verify that each item and the submittal for it conforms in all respects with the requirements of the Contract Documents. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.1 SUBMITTAL SCHEDULE

A. General: Within fourteen (14) days after award of Contract, compile a complete and comprehensive schedule of all submittals anticipated to be made during progress of the Work. Provide two (2) copies of this schedule to the Architect for approval prior to the submittal of any items for review.

B. Coordination: Coordinate the schedule with subcontractors and materials suppliers to ensure their understanding of the importance of adhering to the approved schedule and their ability to so adhere.

3.2 IDENTIFICATION OF SUBMITTALS

A. General: Accompany each submittal with a letter of transmittal containing all pertinent information required for identification and checking of submittals.

B. Internal Identification: On at least the first page of each copy of each submittal, and elsewhere as required for positive identification, clearly label the submittal as to project, subcontractor, supplier, etc.

C. Resubmittals: When material is resubmitted for any reason, transmit under a new letter of transmittal.

3.3 COORDINATION OF SUBMITTALS

A. General: Prior to submittal for approval, use all means necessary to fully coordinate all material including, but not necessarily limited to:
   1. Determine and verify all interface conditions, catalog numbers, and similar data.
   2. Coordinate with other trades as required.
   3. Clearly indicate all deviations from requirements of the Contract Documents.

3.4 TIMING OF SUBMITTALS

A. General: Make all submittals far enough in advance of scheduled dates for installation to provide all time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery.

B. Architect's review time: In scheduling, allow at least fourteen (14) calendar days for review by the Architect following his receipt of the submittal.

C. Delays: Delays caused by tardiness in receipt of submittals will not be an acceptable basis for extension of the Contract completion date.

3.5 ARCHITECT'S REVIEW

A. General: Review by the Architect shall not be construed as a complete check, but only that the general method of construction and detailing is satisfactory. Review shall not relieve the Contractor from responsibility for errors which may exist.

B. Authority to proceed: The notations "NO EXCEPTIONS TAKEN", or "MAKE CORRECTIONS NOTED" authorize the Contractor to proceed with fabrication, purchase, or both, of the items so noted, subject to the revisions, if any, required by the Architect's review comments.

C. Revisions: Make all revisions required by the Architect. If the Contractor considers any required revision to be a change, he shall so notify the Architect as provided for under "Changes" in the General Conditions. Show each drawing revision by number, date, and subject in a revision block on the drawing. Make only those revisions directed or approved by the Architect.

D. Revisions after approval: When a submittal has been reviewed by the Architect, resubmittal for substitution of materials or equipment will not be considered unless accompanied by an acceptable written explanation as to why the substitution is necessary. Such explanation shall be submitted to the Architect as scheduled in the submittal schedule.

E. The Contractor shall be billed for the costs of extra review(s) due to excessive re-submittals.
   1. Excessive re-submittals is defined as more than two (2) submission of any single submittal.
   2. The amount billed shall be calculated based on the Architect's time required for the review(s) at the Architect's current hourly rate schedule.

END OF SECTION

SECTION 01 4000

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. References.
2. Quality assurance and control of installation.
3. Mockups.
4. Manufacturer's field services and reports.
5. Design data and calculations.
6. Test reports and certifications.
7. Manufacturer's installation instructions.

1.2 REFERENCES

A. For products or workmanship specified by reference to association, trade, or industry standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.

C. Conform to edition of reference standard in effect as of date of Project Manual.

D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.3 QUALITY ASSURANCE AND CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply fully with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.

D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform work by persons qualified to produce workmanship of specified quality.

F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.4 MOCKUPS

A. Definition:
1. Mockups are field samples constructed, applied, or assembled at the project site for review by the Owner and Architect that illustrate materials, equipment, or workmanship.
2. Approved mockups establish the standard of quality by which the Work will be judged.

B. Construct, apply, or assemble specified items, with related attachment and anchorage devices, flashings, seals, and finishes.

C. Perform work in accordance with applicable specifications sections.

D. Erect at project site at location acceptable to Architect. Protect from damage.

E. Removal:
   1. Mockups may remain as part of the Work only when so designated in individual specification sections.
   2. Do not remove mockups until removal is approved by Architect or upon Final Completion.
   3. Where mockup is not permitted to remain as part of the Work, clear area after removal of mockup has been approved by Architect.

1.5 MANUFACTURERS' FIELD SERVICES AND REPORTS

A. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, or startup of equipment, as applicable, and to initiate instructions when necessary.

B. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

C. Submit report to Architect within [10] days of observation.

1.6 DESIGN DATA AND CALCULATIONS

A. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide design data and calculations.

B. Accuracy of design data and calculations is the responsibility of the [Contractor.]

C. When so specified, prepare design data and calculations under the direction of a professional engineer licensed in the state in which the Project is located. Affix engineer’s seal to submittals.

D. Submit three (3) copies. Submit electronically in Adobe PDF format.

1.7 TEST REPORTS AND CERTIFICATIONS

A. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide test reports and manufacturers’ certifications.

B. Indicate that material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

C. Submittals may be recent or previous test results on material or Product, but must be acceptable to Architect.

D. Submit three (3) copies. Submit electronically in Adobe PDF format.

1.8 MANUFACTURER'S INSTALLATION INSTRUCTIONS

A. When Contract Documents require that Products be installed in accordance with manufacturer's instructions:

1. Submit manufacturer's most recent printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, as applicable.
    a. Submit in quantities specified for Product Data.
    b. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
    c. Identify conflicts between manufacturers' instructions and requirements of Contract Documents.
2. Perform installation of Products to comply with requirements of manufacturer's instructions.
3. If installation cannot be performed in accordance with manufacturer's instructions, notify Architect and await instructions.
4. Submit three (3) copies. Submit electronically in Adobe PDF format.

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

Not used

END OF SECTION

SECTION 01 5000

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for temporary utilities, Port-O-Let facility, support facilities, and security and protection facilities.

B. Related Requirements:
1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated.

B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

C. Electric Power: Contractor shall provide a portable electrical generator for construction electrical usage. Contractor may utilize existing electrical power for charging equipment at the Housing Authority Maintenance Building. The Contractor shall not use electric power from the Residents house power.

D. If usage is considered excessive or wasteful, the Owner and Architect can deduct utility charges from the Contractor’s final payment.

1.3 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

A. Field Offices, General: If needed by Contractor, provide prefabricated or mobile units for construction operations.

B. Storage Trailers: If needed by Contractor, provide storage trailers sized, furnished, and equipped to accommodate materials and equipment for construction operations. Park where approved by Owner.

2.2 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities approved by Owner and where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.
1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
2. The Contractor shall not use the ELECTRICAL power at the Dwelling Units. Contractor shall be allowed to use the existing electrical outlets at the Office building, coordinate with the management to verify outlet locations for Contractor use. Contractor shall provide temporary power or generators for electrical use during this construction project.
3. The Contractor may use the water at the Buildings since the Housing Authority pays for the water.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:
1. Maintain support facilities until near Substantial Completion inspection. Remove before Substantial Completion.

B. RESTROOM FACILITIES: Contractor shall Port-O-Let facility at the construction site for use by Construction workers. The Contractor shall not use the Tenant's Restroom, or the Office Restroom facilities

C. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

D. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
1. Identification Signs: Provide Project identification signs as indicated on Drawings.
2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
3. Maintain and touchup signs so they are legible at all times.

E. Construction signs for Department of Labor, shall be placed at the construction site on a plywood sign elevated on wood posts. Construction signs shall be protected from the weather with a clear plastic cover.

F. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.
KEEP THE JOB SITE CLEAR OF CONSTRUCTION DEBRIS AT ALL TIMES.

1. General: Except for items or materials to be salvaged, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
2. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
3. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
4. Disposal: Transport waste materials off Owner's property and legally dispose of them.

5. Repair damage to the site resulting from waste disposal by returning to the pre-construction condition.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

C. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses.
Comply with NFPA 241; manage fire prevention program.

1. Prohibit smoking in construction areas.
2. Provide portable fire extinguisher within each construction area.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

C. Termination and Removal: Remove each temporary facility when need for its service has ended. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

END OF SECTION 01 5000

SECTION 01 7329

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

B. See Divisions 2 through 33 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.2 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect in-place construction during cutting and patching to prevent damage.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction.

1. In general, use hand or small power tools designed for sawing and 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. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
5. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
2. Exposed Finishes: 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. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01 7329

SECTION 01 7419

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for the following:

1. Disposing of nonhazardous demolition and construction waste.

1.2 DEFINITIONS

A. Construction Waste: Building and roofing materials, concrete and other solid waste resulting from construction, remodeling, renovation, or repair operations.

B. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

A. General: Provide handling, containers, storage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

B. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, walks, lawns and other adjacent occupied and used facilities. Place waste container where approved by Owner.

3.2 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Disposal: Transport waste materials off Owner's property and legally dispose of them.

C. Repair damage to the site resulting from waste disposal by returning to the pre-construction condition.

END OF SECTION 01 7419

SECTION 01 7700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes closeout requirements for substantial completion and final completion stages of the physical work.

1.2 CONTRACT CLOSEOUT SUBMITTALS

A. Construction Record Documentation:
   1. Maintain a complete set of contract documents and shop drawings for record mark-up purposes throughout the Contract Time.
   2. Mark-up during course of the work to show changes and actual installation conditions, sufficient to form a complete record for Owner's purposes. Give particular attention to work which will be concealed and difficult to measure and record at a later date, and work which may require servicing or replacement during life of project. Require entities marking prints to sign and date each mark-up.
   3. Bind prints into manageable sets, with durable paper covers, appropriately labeled and deliver to the Architect for his use in preparing Project Record Documents. Review and approve of the Record Documents prior to submittal to Owner.

B. Maintenance Manuals:
   1. Provide 3-ring vinyl-covered binders containing required maintenance manuals, properly identified and indexed.
   2. Include operating and maintenance instructions; extended to cover emergencies, spare parts, warranties, inspection procedures, diagrams, safety, security, and similar appropriate data for each system or equipment item.

C. Final Payment Prerequisites; Contractor shall submit to the Architect the following items prior to submitting final pay request:
   1. Clear Lien Certificate.
   2. Consent of Contractor’s Surety.
   3. Statement of Completed Punch List.
   4. “As Recorded” Drawings and Specifications.
   5. O & M Manuals.
   6. Executed Warranties.
   7. Inspection Certificates where applicable.
   8. Provide Owner with appropriate operating instructions.
   9. Deliver to Owner any required surplus finish materials, keys, tools and parts.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.1 SUBSTANTIAL COMPLETION

A. Prerequisites: Comply with General Conditions and complete the following before requesting Architect's inspection of the work, or designated portion thereof, for Substantial Completion:
   1. Submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates and similar required documentation for specific units of work, enabling Owner's unrestricted occupancy and use.

2. Submit record documentation, maintenance manuals, tools, spare parts, keys and similar operational items.
3. Complete instruction of Owner's operating personnel, and start-up of systems.

B. Substantial Completion Inspection Procedures:
1. Upon receipt of Contractor's written request, Architect will either proceed with Substantial Completion Inspection or advise contractor of prerequisites not fulfilled.
2. Following initial inspection, Architect will either prepare Certificate of Substantial Completion, or advise Contractor of work which must be performed prior to issuance of Certificate; and repeat inspection when requested and assured that work has been substantially completed.
3. Should the Work fail to pass the Substantial Completion Inspection, the inspection will be repeated upon receipt of Contractor's written notice that the Work is substantially complete.
4. Refer to Supplemental Conditions for Contractor’s financial responsibility in the re-inspections.
5. Results of completed Substantial Completion Inspection will form initial "punch-list" for final acceptance.

3.2 FINAL ACCEPTANCE

A. Final Cleaning:
1. Prior to final acceptance, clean or re-clean entire work to normal level for "first class" maintenance/cleaning of building projects of a similar nature.
2. Remove non-permanent protection and labels, polish glass, clean exposed finishes, touch-up minor finish damage, clean or replace filters of mechanical systems, remove debris and broom-clean non-occupied spaces, sanitize plumbing facilities, clean light fixtures and replace burned-out/dimmed lamps, sweep and wash paved areas, police yards and grounds, and perform similar cleanup operations needed to produce a "clean" condition as judged by Architect.

B. Final Inspection Procedure:
1. Upon receipt of Contractor's written notice that the Work has been completed, including punch-list items resulting from earlier inspection(s), and excepting incomplete items delayed because of acceptable circumstances, Architect will inspect work.
2. Upon completion of inspection, Architect will either recommend final acceptance and final payment, or advise contractor of work not completed or obligations not fulfilled as required for final acceptance.
3. Should the Work fail to pass the Final Inspection, the inspection will be repeated upon receipt of Contractor's written notice that work has been completed.

C. Repeat Inspections will be required when the Work fails to pass the requested Substantial Completion Inspection and/or the requested Final Inspection. Repeat inspections will be performed at the Contractor's expense. The Contractor shall be billed for the Architect's time for the site visit(s), inspection(s), and related administrative work based on the Architect's current hourly rate schedule, or as indicated in the Supplementary Conditions. An amount equal to the amount due the Architect shall be deducted from the Contractor's final Application for Payment and remitted to the Architect by the Owner.

D. Final Application for Payment:
1. Contractor shall submit the Application for Payment together with documents specified in General and Supplementary Conditions.
2. Contractor shall submit the following form with final Application for Payment and indicate items transmitted by checking the applicable boxes:

END OF SECTION

SECTION 06 1000

ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Plywood at HVAC unit platform.

B. Related Sections:
1. Division 01: Administrative, procedural, and temporary work requirements.

1.2 REFERENCES

A. American Wood Protection Association (AWPA):
1. C2 - Lumber, Timber, Bridge Ties, and Mine Ties, Pressure Treatment.
2. C9 - Plywood, Pressure Treatment.
3. C20 - Structural Lumber, Fire-Retardant Pressure Treatment.
4. C27 - Plywood, Fire-Retardant Pressure Treatment.

B. ASTM International (ASTM):
1. A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
2. E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
3. F593 - Standard Specification for Stainless Steel Bolts, Hex Cap Screws and Studs.

C. Engineered Wood Association (APA) PRP-108 - Performance Standards and Qualification Policy for Structural-Use Panels.

1.3 SUBMITTALS

1.4 QUALITY ASSURANCE

A. Lumber Grading Agency: Certified to NIST PS 20.

B. Identify lumber and panel products by official grade mark.

1.5 DELIVERY, STORAGE AND HANDLING

A. Store materials minimum [6] [__] inches above ground on framework or blocking and cover with protective waterproof covering providing for adequate air circulation.

B. Do not store seasoned or treated materials in damp location.

C. Protect edges and corners of sheet materials from damage.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Lumber:
1. Grading rules: [NELMA.] [NLGA.] [RIS.] [SPIB.] [WCLIB.] [WWPA.] [____.]
2. Species: Southern Yellow Pine
3. Grade: No.2]
4. Surfacing: Surfaced four sides (S4S) [unless otherwise indicated].
5. Maximum moisture content: [19] percent.

B. Panel Products:
   1. Type: APA [Plywood.]
   2. Panel grade: APA Grade C; provide 3/4” thick material at HVAC platform.
   3. Exposure:
      a. Exterior applications: [Exterior.]
      b. Interior applications: [Exposure 1.]

2.2 ACCESSORIES

A. Fasteners:
   1. Type and size: As required by conditions of use.
   2. Interior locations: Plain steel.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Provide blocking, nailers, grounds, furring, and other similar items required to receive and support work.

B. Set members level, plumb, and rigid.

C. Install plywood HVAC platform. Coordinate with existing conditions.

END OF SECTION

SECTION 09 2900

GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

A. Moisture resistant gypsum drywall and accessories.

1.2 REFERENCES

A. American Society for Testing Materials (ASTM):
   1. ASTM C36: Gypsum Wallboard.
   2. ASTM C475: Joint Treatment Materials for Gypsum Wallboard Construction.
   3. ASTM C630: Water Resistant Gypsum Backing Board.
   4. ASTM C840: Application and Finishing of Gypsum Board.

1.3 SUBMITTALS

A. Submittals for Review:
   1. Product Data: Illustrate panel product types, thicknesses, and locations; acoustical insulation; and accessories.

B. Sustainable Design Submittals:
   1. Recycled Content.
   2. Regional Materials.
   3. Low-Emitting Materials.

1.4 QUALITY ASSURANCE

A. Prior to the painting of any unit, the Architect will inspect and approve the drywall installation, taping, floating, and texturing of at least one unit. This unit will serve as a standard by which the remainder of units will be judged and shall match.

PART 2 - PRODUCTS

2.1 DRYWALL MATERIALS

A. MOLD AND MILDEW RESISTANT GYPSUM BOARD

Panel Physical Characteristics; Basis of Design: Gold Bond brand XP Gypsum Board
1. Core: Mold and moisture resistant gypsum core
2. Surface paper: 100% recycled content moisture/mold/mildew resistant paper on front, back and long edges
3. Long Edges: tapered
4. Overall thickness: 1/2 inch, coordinate with existing conditions
5. Panel complies with requirements of ASTM C 1396
6. Locations: Interior walls around bathtub.

B. Gypsum Board: ASTM C840, 5/8" standard taper Firecode.
   1. Moisture Resistant Gypsum Core, encased in moisture, mold, mildew resistant paper, per ASTM D 3273.
   2. Locations: Exterior walls, ceiling, interior load-bearing and party walls.

2.2 ACCESSORIES

A. Joint Treatment Materials:
   1. USG Perf-A-Tape with combination Joint/Tapping/Topping Compound. Use water resistant compound with W/R board.
   2. Joint compound; maximum volatile organic compound (VOC) content: [250] [__] grams per liter.

B. Gypsum Board Fasteners: Large head annular ring nails for attachment to wood. Screwed installation is acceptable and preferred. Fasteners shall comply with the recommendations of gypsum materials manufacturer.

C. Acoustical Sealant: USG Acoustical Caulk.

D. Trim Accessories:
   1. Corner Bead: No. 1-3 Dur-A-Bead
   2. Casing Bead: No. 200A
   3. Control Joint: No. 093

PART 3 - EXECUTION

3.1 PREPARATION

A. Provide corner beads at external corners.

B. Provide edge trim of the shape indicated where edge of gypsum board would otherwise be exposed or semi-exposed; L-type for tight abutment at edges, otherwise U-type except special kerfed-type where kerf is provided in adjoining work.

C. Provide resilient slip-on-type PVC edge trim (semi-finishing) where indicated for juncture of walls and partitions with ceilings.

D. Provide control joint units, of either metal or PVC, where control joints are indicated.

3.2 DRYWALL INSTALLATION

A. Install gypsum boards in lengths and directions which will minimize number of end joints, and avoid end joints in central area of ceilings. Install boards with edges perpendicular to supports, with end joints staggered over supports, except where recommended in a different arrangement by manufacturer.

B. Form control joints with 1/2" space between boards. Install acoustical sealant at base of space, and apply trim accessory at face.

C. Acoustical Sealant: Where work is indicated as "sound retarding" or shown with an STC rating, apply acoustical sealant as recommended by manufacturer.

D. Form "Floating" construction for gypsum boards at internal corners, except where special isolation or edge trim is indicated.

E. Isolate drywall work from abutting structural and masonry work; provide edge trim and acoustical sealant as recommended by manufacturer.

F. Install sound attenuation blankets where shown, without gaps; and support where necessary to prevent movement or dislocation.

G. Install water-resistant backing board where shown to receive thin-set tile and similar rigid applied finishes.

H. Nail or screw gypsum board to wood supports. Provide number and spacing of fasteners as recommended by manufacturer.

3.3 FINISHING

A. Drywall Finishing: Except as otherwise indicated, apply joint tape and joint compound at joints (both directions) between gypsum boards. Apply compound at accessory flanges, penetrations, fasteners heads and surface defects.

B. Install compound in three (3) coats plus prefill of cracks where recommended by manufacturer; sand after last two (2) coats.

C. Treat joints and fastener heads in water-resistant backing board using water-resistant joint compound to comply with water-resistant joint compound manufacturer's directions.

END OF SECTION 09 2900

SECTION 09 9100

PAINTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Prime painting of new gypsum board repair work
   2. Texturing of gypsum board.
   3. Surface preparation and field application of paints.

B. Related Sections:
   1. Division 01: Administrative, procedural, and temporary work requirements.

1.2 REFERENCES

A. ASTM International (ASTM) D4442 - Standard Test Method for Direct Moisture Content Measurement of Wood and Wood-Base Materials.

B. Society for Protective Coatings (SSPC) - Painting Manual.

1.3 SUBMITTALS

A. Submittals for Review:
   1. Product Data: Manufacturer's data on materials proposed for use. Include:
      a. Product designation and grade.
      b. Surface preparation materials and procedures.
      c. Product analysis and performance characteristics.
   2. Samples:
      a. 3 x 6 inch samples of each coating system on representative substrate. Step back successive coats so that all coats remain exposed. Indicate type of material used for each coat.
      b. 12 x 12 inch texture samples on gypsum board backing.
   3. Paint Schedule: Detailed schedule indicating type and location of surface, coating materials, and number of coats to be applied.

1.4 QUALITY ASSURANCE

A. Applicator Qualifications: Minimum 2 years experience in work of this Section.

B. Mockup:
   1. Construct mockup panels for interior wall finishes, 4 feet wide x full height.
   2. Show: Each color and texture.
   3. Locate where directed.
   4. Approved mockup may remain as part of the Work.

1.5 DELIVERY, STORAGE AND HANDLING

A. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

B. Paint Materials: Store at ambient temperature from 45 to 90 degrees F in ventilated area, or as required by manufacturer's instructions.

1.6 PROJECT CONDITIONS

A. Do not apply materials when surface and ambient temperatures or relative humidity are outside ranges required by manufacturer.

B. Provide lighting level of 80 footcandles measured mid-height at substrate surface.

1.7 MAINTENANCE

A. Extra Materials: 1 gallon of each color and sheen.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturers:
1. Benjamin Moore and Co. (www.benjaminmoore.com)
2. Devoe Paint Co. (www.devoepaint.com)
3. Fuller O'Brien Paints. (www.fullerpaint.com)
4. I.C.I. Paints. (www.icipaintstores.com)
5. Kelly-Moore Paints. (www.kellymoore.com)
6. PPG Architectural Finishes, Inc. (www.pittsburghpaints.com)
7. Pratt and Lambert Paints. (www.prattandlambert.com)
8. Sherwin Williams. (www.sherwin-williams.com)

B. Substitutions: Under provisions of Division 01.

2.2 MATERIALS

A. Paints: As scheduled at end of Section, or approved substitute.

2.3 ACCESSORIES

A. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials required to achieve specified finishes; commercial quality.

B. Patching Materials: Latex filler.

C. Fastener Head Cover Materials: Latex filler.

D. Gypsum Board Texture: Vinyl bound unaggregated texture material in powdered form, mixed with water to produce a light texture finish effect.

2.4 MIXES

A. Uniformly mix to thoroughly disperse pigments.

B. Do not thin in excess of manufacturer's recommendations.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Test shop applied primer for compatibility with subsequent coatings.

B. Measure moisture content of surfaces using electronic moisture meter. Do not apply coatings unless moisture content of surfaces are below following maximums:
1. Gypsum board: 12 percent.
2. Masonry and concrete: 2 percent.
3. Wood: 15 percent, measured to ASTM D4442.
4. Concrete floors: 8 percent.

3.2 PREPARATION

A. General:
   1. Protect adjacent and underlying surfaces.
   2. Remove [or mask] electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.
   3. Correct defects and clean surfaces capable of affecting work of this section.
   4. Seal marks that may bleed through surface finishes with shellac.

B. Impervious Surfaces: Remove mildew by scrubbing with solution of trisodium phosphate and bleach. Rinse with clean water and allow to dry.

C. Gypsum Board:
   1. Fill minor defects with filler compound. Spot prime defects after repair.
   2. Apply light orange peel texture in accordance manufacturer's instructions.

~~D. Concrete and Masonry:~~
   ~~1. Remove dirt, loose mortar, scale, salt and alkali powder, and other foreign matter.~~
   ~~2. Remove oil and grease with solution of trisodium phosphate; rinse and allow to dry.~~
   ~~3. Remove stains caused by weathering of corroding metals with solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.~~

3.3 APPLICATION

A. Apply primer or first coat immediately after surface preparation is complete to prevent recontamination.

B. Do not apply finishes to surfaces that are not dry.

C. Apply coatings to minimum dry film thickness recommended by manufacturer.

D. Apply each coat of paint slightly darker than preceding coat unless specified otherwise.

E. Apply coatings to uniform appearance without laps, sags, curtains, holidays, and brush marks.

F. Allow applied coats to dry before next coat is applied.

G. Match final coat to approved color samples.

H. Where clear finishes are specified, tint fillers to match wood. Work fillers into grain before set. Wipe excess from surface.

I. Do not Paint:
   1. Surfaces indicated on Drawings or specified to be unpainted or unfinished.
   2. Surfaces with factory applied finish coat or integral finish.
   3. Architectural metals, including brass, bronze, stainless steel, and chrome plating.

3.4 ADJUSTING

A. Touch up or refinish disfigured surfaces.

3.5 CLEANING

A. Remove paint from adjacent surfaces.

3.6 EXISTING SURFACES REQUIRING PAINTING

A. Preparation:

1. General: Remove damaged, unfirm and scaling paint, and sand to smooth out all areas and to give bite to new paint. Prime surfaces where paint or varnish has been removed down to bare material with an approved type primer and spot paint up to level of original paint. Prepare patched surfaces where new materials are used as specified under new work.
2. Wood: Treat wood doors and woodwork where finish is in good condition with liquid sandpaper.

B. Painting: Use compatible paint with existing and new type paint. Paint previously painted wood with oil base paint. At completion all surfaces shall give a like new appearance.

3.7 PAINT SCHEDULE

A. Strictly adhere to manufacturer's directions for application of their materials unless specifically called for otherwise.

B. Metal:

1. Exterior Where Indicated:
   2 coats outside oil base paint.
2. Interior, including items of piping, mechanical equipment, and other items that do not come factory finished:
   2 coats alkyd-resin enamel to match adjoining work.
   a. Exclusion: Interior door hardware (metal), hinges and roller catches, shall NOT be painted.
3. Exterior Doors and Door Frames:
   2 coats alkyd-resin base low sheen enamel.
4. Electrical Breaker Panel:
   2 coats metal primer, gray.

C. Gypsum Board Walls:

1 coat approved type texture (light) over all areas. Spray application acceptable.
1 coat approved type vinyl or acrylic primer.
2 coats alkyd-resin semi-gloss enamel.

D. Gypsum Board Ceilings:

1 coat approved type texture (light) over all areas. Spray application acceptable.
1 coat approved type vinyl or acrylic primer.
2 coats approved type vinyl or acrylic paint.

E. Wood: Back paint woodwork before installation with one (1) coat of alkyd-resin enamel, undercoat. Seal exposed edges of exterior plywood with approved exterior type sealer.

1. Exterior woodwork:
   1 coat alkyd-resin enamel, undercoat
   2 coats alkyd-resin enamel, semi-gloss.
2. Interior Woodwork - Paint Finish:
   1 coat alkyd-resin undercoat
   2 coats alkyd-resin enamel, semi-gloss

END OF SECTION

SECTION 11 9800

CONDENSING UNIT PAD

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Condensing Unit Pad.

B. Related Sections:
   1. Division 01: Administrative, procedural, and temporary work requirements.
   2. Division 15: Mechanical.

1.2 SUBMITTALS

A. Submittals for Review:
   1. Shop Drawings: Include locations, dimensions, attachments, and relationship to adjacent construction.
   2. Product Data: Include unit construction, dimensions, and method of attachment.

1.3 WARRANTIES

A. Furnish manufacturer's standard warranty for condensing unit pads providing coverage against defects in materials and workmanship.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturers:
   1. DiversiTech. (www.diversitech.com)
   2. BudgetHeating. (www.budgetheating.com)

B. Substitutions: [Under provisions of Division 01.]

2.2 COMPONENTS

A. Condensing Unit Pad:
   1. Source: DiversiTech or approved substitute.
   2. Model; EcoPad™ Plastic Equipment Pads
   3. Capacity: 1,500 pounds.
   4. Size: 3 feet wide x 3 feet long. Three inch (3") thick
   5. Material: Plastic.
      a. polypropylene plastic mounting pad designed to support HVAC outdoor units and other outdoor equipment. Tested per ASTM C67
      b. Black color, Unaffected by UV exposure or extreme weather.
      c. Drillable for securing unit.
      d. Tested per ASTM D2299. Does not crack, flake, or warp when subjected to R-22 or R134a refrigerant; Compressor oil; Salt solution (20% by volume); Synthetic canine urine.

2.3 ACCESSORIES

A. Attachment Hardware: As required by project conditions.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install in accordance with manufacturer's instructions and approved Shop Drawings.

B. Set plumb and level; grade location as needed.

3.2 ADJUSTING

A. Adjust condensing unit pad, level as required for proper condensing unit operation.

END OF SECTION

DIVISION 15 - MECHANICAL

SECTION 15010 - GENERAL PROVISIONS

PART 1 - GENERAL

1.01 SCOPE:

The scope of the mechanical work in this project shall include all labor, materials, equipment, etc., required for the complete installation of the mechanical systems as shown on the drawings and hereinafter specified under the subsequent sections of Division 15 of these specifications.

1.02 RELATED DOCUMENTS:

All applicable provisions of Division 0 and 1 govern work under this Division. Refer to these articles in the specifications for additional information.

1.03 REFERENCE STANDARDS:

1.03.1 All work shall be performed in strict accordance with the latest editions of the applicable state and national building codes and local ordinances.

1.03.2 Refer to each section for applicable codes and reference standards.

1.04 FEES, PERMITS AND TAXES:

This contractor shall obtain all permits, inspection fees, connection fees, and approvals applicable to his trade as required by local authorities. The contractor shall be responsible for the payment of all such permits, inspection fees, connection fees, and approvals. The contractor shall also pay all taxes levied for labor and materials associated with work under this Division.

1.05 QUALITY ASSURANCE:

1.05.1 This contractor shall use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Division.

1.05.2 In the event of conflict between or among specified requirements and pertinent regulations and/or codes, the more stringent requirement will govern when so directed by the Engineer.

1.06 SUBMITTALS:

1.06.1 Comply with pertinent provisions of Section 01340 and AIA General Conditions.

1.06.2 Product data: Within 35 calendar days after the contractor has received the Owner's Notice to Proceed, submit:

A. Materials list of items proposed to be provided under this Division;
B. Manufacturer's specifications, catalog cuts, and other data to prove compliance with the specified requirements;
C. Shop drawings and other data as required to indicate method of installing and attaching equipment.

1.06.3 These specifications and drawings are intended to indicate a standard of quality for materials and equipment by the listing of manufacturer's names and catalog numbers and/or referenced standards. It is the responsibility of the contractor and/or supplier to prove equality for any substitutions.

1.06.4 Deviations between the plans and specifications and the materials and equipment submitted shall be pointed out to the Engineer in writing.

1.06.5 Provide five (5) copies of all submittal data and shop drawings.

1.06.6 The size of the mechanical equipment shown on the drawings is based on the dimensions of a particular manufacturer. It shall be the responsibility of the contractor to determine if his proposed equipment will fit in the space.

1.06.7 The Architect's/Engineer's review of the submittal data and shop drawings shall not relieve the contractor of responsibility for deviations from the contract drawings or specifications or the responsibility to coordinate with all other trades for conflicts.

1.07 OPERATING AND MAINTENANCE INSTRUCTIONS:

1.07.1 The owners representative (s) shall be instructed by the contractor on the operation and maintenance of the mechanical systems, including but not limited to each item of equipment and the temperature controls system(s). Any special tools and/or instruments required shall be turned over to the owner.

1.07.2 For each item of equipment furnish to the owner four (4) complete sets of parts and operating and maintenance instructions. Also, furnish four (4) complete sets of the automatic temperature controls systems diagrams, sequences of control, product information and catalogue sheets, etc. All data shall be bound in heavy duty labeled loose-leaf binders with a table of contents and appropriately tabbed sections. Each of these bound copies shall contain as a minimum the following items along with any other information necessary for instructions in operation and maintenance:

1. Routine maintenance operations

2. Complete operating instructions

3. Service instructions

4. Complete control wiring

5. Emergency procedures

6. Equipment warranties and guarantees

7. Complete parts lists for each equipment item

1.08 WARRANTY:

This contractor shall warrant all workmanship, material, equipment systems, etc., provided by him for a period of one year after substantial completion of the project. This warranty means that this contractor shall make good to the Owner, at no cost, any defects that become apparent during the year following substantial completion. This warranty is in addition to any other guarantees or warranties and is not intended to limit such other guarantees or warranties.

1.09 DEFINITIONS:

The following words and phrases as used herein are hereby defined:
1.09.1 "provide": Furnish and install all material, equipment, and labor required for a complete installation ready for operation in accordance with the intent of the Contract Documents.

1.09.2 "as required": Provide the necessary work, material, and equipment in accordance with manufacturer's installation instructions and applicable codes and regulations with proper industry standard workmanship.

1.09.3 "or equal": Contractor may substitute equipment and materials by another manufacturer if the salient features of the equipment in the judgment of the engineer are adequate. Submittals for approval are required.

1.09.4 "contractor": Contractor engaged to execute the work under this division of the specifications only, even though he may be technically described as a sub-contractor.

1.09.5 "intent of the Contract Documents": The specific intent of these documents is to provide to the Owner, in a thoroughly functional condition, all the various systems, equipment, etc., indicated herein. Final authority over interpretation of the "intent" shall rest with the Engineer.

1.09.6 "shall": Indicates a mandatory requirement.

1.10 INSPECTION OF THE SITE:

The drawings are prepared from the best information available from others and reflect all conditions commensurate with this information. However, the contractor shall visit the site, verify the locations, sizes, depths, pressures, flow directions, conditions, etc., of all existing utilities below slab, underground, and above ground and become familiar with working conditions, hazards, existing grades, soil conditions, obstructions, local requirements involved, etc. All proposals shall take these existing conditions and any revisions required into consideration. Notify the architect in writing of any existing site conditions that will impair the proper operation of the utilities.

1.11 CONSTRUCTION REQUIREMENTS & COORDINATION OF WORK:

1.11.1 The mechanical drawings show the general arrangement of piping, ductwork, equipment, and appurtenances. The mechanical drawings and specifications shall be compared with the drawings and specifications for other trades and existing conditions. The contractor shall report any discrepancies in writing to the Architect.

1.11.2 The drawings do not give exact details of elevations or exact locations of piping, equipment, fixtures, and ductwork to scale. Elevations shall be handled by giving precedence to that which requires a stated grade for proper operation. Minor relocations necessitated by site conditions or directed by the Owner shall be made without additional cost to the Owner. **The contractor shall be responsible for all work required by his discipline and shall review all construction documents including but not limited to Architectural plans and specifications, Civil plans and specifications, Structural plans and specifications, Electrical power and lighting plans and specifications, Mechanical and Plumbing plans and specifications and all Addenda.**

1.11.3 The mechanical work shall be installed in cooperation with other trades such that the work of the several trades may progress in the most direct, workmanlike, and harmonious manner.

1.11.4 The contractor shall be responsible for his material and equipment fitting into the building and shall conform to the details of the installation as recommended by the manufacturers of the material and equipment. Provide all necessary pilot lines, control lines, make-up water lines with appropriate backflow device, and other such lines and devices for equipment and fixtures as required whether indicated on the drawings or not. Equipment and fixtures shall be installed in such manner to make oiling devices and parts requiring service and maintenance readily accessible.

1.11.5 The contractor shall be responsible for the proper location and size of slots, holes and openings in the building structure pertaining to his work, and for the correct location of pipe sleeves.

1.11.6 All piping and ductwork in exposed areas and unfinished spaces shall be run as high as possible and shall be installed parallel to the building planes, except where a slope is required for proper pitch. Piping and ductwork in finished areas shall be run concealed unless noted otherwise. Any discrepancies resulting from exposed pipe and/ or ductwork in finished areas shall be reported in writing to the Architect.

1.11.7 All pipe openings shall be kept closed during construction until the final connections are made and the systems are complete and closed.

1.11.8 Equipment and fixtures shall be located and installed to permit convenient and safe maintenance and future replacement, without disassembly.

1.11.9 For new construction, where required, place all inserts to accommodate the ultimate installation of pipe hangers in the forms before concrete is poured and set sleeves in forms before construction. For existing construction, all required inserts shall be "drilled-in" and all openings required through concrete or masonry shall be "saw-cut" or "core drilled" with tools specifically designed for this purpose. Explosive or compression driven inserts shall only be allowed for use as approved by SMACNA and the manufacturer of these devices.

1.11.10 All piping and ductwork shall be cut accurately to measurements established at the building and shall be worked into place without springing or forcing.

1.11.11 The Contractor shall verify that all devices are compatible for the surfaces on which they will be used. This includes, but is not limited to piping, duct work, diffusers, grilles, devices, etc. and recessed or semi-recessed heating units installed in/on architectural surfaces.

1.11.12 Coordinate all work with other contractors prior to installation. Any installed work that is not coordinated and that interferes with other contractor's work shall be removed or relocated at the installing contractor's expense.

1.12 SLEEVES:

1.12.1 Refer to AIA General Conditions.

1.12.2 All piping and ductwork, regardless of material, which passes through a concrete slab, (except slab on grade), masonry wall, roof or other portion of the building structure shall be free from the structure and shall pass through a sleeve furnished and installed by the Subcontractor responsible for the work involved.

1.12.3 Sleeves above grade and in dry locations shall be constructed from 20 to 22 gauge galvanized steel and shall be flush on both sides of wall surface penetrated. The sleeves shall be sized to allow free passage of the pipe to be inserted, and when this pipe is to be insulated, the sleeves shall be large enough to pass the insulation. Floor sleeves located in pipe chases shall extend up two inches (2") above the floor slab.

1.12.4 Sleeves passing through walls or floors on or below grade and/or in moist areas shall be constructed of schedule 40 galvanized steel pipe and shall be designed with suitable flange in the center of the floor or wall to form a waterproof passage. After the pipes have been installed in the sleeves, void space around the pipe shall be caulked to insure a waterproof penetration. Fire ratings of rated walls and floors shall be maintained by the use of approved materials.

1.13 ISOLATION:

1.13.1 The contractor shall be responsible for the correction of any and all transmission of perceptible vibration, structure-borne noise, or objectionable air borne noise associated with any system provided under this division at no expense to the owner.

1.13.2 The isolation supplier shall be a firm or individual capable of dealing effectively with vibration and noise characteristics, effects and criteria and have facilities and capabilities for measuring and evaluating such disturbances and the preparation of drawings and installation instructions.

1.14 CONSTRUCTION SAFETY:

This contractor shall assume all responsibility regarding the safety of his personnel on the project during construction. The Contract Documents do not include materials, pro-cedars, components, etc., required to insure construction safety. Refer to General Conditions and Supplementary General Conditions for additional information.

1.15 DAMAGE:

1.15.1 This Contractor shall be responsible for damage to project caused by this Contractor's failure to recognize hazards associated with items such as leaks, scheduling of work, inexperienced workmen, excessive cutting, etc.

1.15.2 This Contractor shall repair, at no expense to the Owner, any such damage.

1.15.3 This Contractor shall familiarize himself with working conditions to the extent that he shall be responsible for damage to concealed piping, wiring and other equipment to remain and shall repair any damage caused by his negligence at no cost to the Owner.

1.16 FLOOR, CEILING AND WALL PLATES:

1.16.1 Refer to AIA General Conditions.

1.16.2 In each finished space furnish a chromium plated sectional escutcheon on each pipe or hanger rod penetrating a wall, floor, or ceiling. Escutcheons shall be sized to fit snugly to all lines and where the lines are insulated, the escutcheons shall be fit snugly over the insulation. Where required, these plates shall be provided with set screws so that

they fit snugly against the finished surface. All equipment rooms are classified as finished space.

1.17 IDENTIFICATION:

Each piece of equipment; every valve whose service and/or duty is not readily apparent; each zone duct, outside air duct and return air duct whose duty is not immediately apparent; every piping system except cast iron sewer lines, shall be permanently and clearly identified.

1.18 SAFETY GUARDS:

Contractor shall furnish and install all safety guards required including any rails and guards and service platforms for roof mounted equipment as required by code and OSHA. All belt driven equipment, projecting shafts and other rotating parts shall be enclosed or adequately guarded.

1.19 STORAGE OF MATERIALS:

Each contractor shall provide space for storage of materials, equipment or tools at grade level. Any storage contemplated within the building will be allowed only upon specific approval of the Architect.

1.20 MANUFACTURERS' DIRECTIONS:

The manufacturers' published directions shall be strictly followed in the delivery, storage, protection, installation, piping, and wiring of all equipment and material. Provide all accessories required for proper operation. The Contractor shall promptly notify the Architect in writing of any conflict between the requirements of the contract documents and the manufacturers' directions and shall obtain the Architect's instructions before proceeding with the work. Any such work performed that does not comply with the manufacturers' directions shall have deficiencies corrected at no cost to the Owner.

PART 2 – PRODUCTS

2.1 MATERIALS:

All materials shall be new and free from defects and shall bear the manufacturer's name, trade name, and the UL label in every case where a standard has been established. Materials or equipment damaged in shipment or otherwise damaged prior to installation shall not be repaired at the job site, but shall be replaced with new materials.

2.2 MANUFACTURER'S REQUIREMENTS:

When a manufacturer's name appears in these specifications, it is not to be construed that the manufacturer does not have to meet the full requirements of the specifications or that his standard cataloged item will be acceptable.

2.3 SERVICE AND REPAIR PARTS:

All equipment installed on this project shall have local representation, local factory authorized service, and a local stock of repair parts.

2.4 FLAME SPREAD PROPERTIES OF MATERIALS:

All materials and adhesives used for air conditioning filters, acoustical lining, and insulation shall conform to NFPA and UL life, safety and flame spread properties of materials. The composite classifications shall not exceed 25 for a flame spread rating and 50 for a smoke developed rating for these classifications as listed for the basic materials, the finishes, adhesives, etc., specified for each system and shall be such when completely assembled.

2.5 ACCESS PANELS:

Provide flush mounted metal access panels and frames with concealed hinges and key actuated locks for all concealed and otherwise inaccessible valves, parts, fittings, equipment, filters,etc. and as required for inspection, service, maintenance, or replacement.

PART 3 - EXECUTION

3.1 WORKMANSHIP:

3.1.1 All work shall be done by experienced craftsmen skilled in the applicable trade.

3.1.2 Sloppy work shall be rejected and corrected at no additional expense.

3.2 PROTECTION OF EQUIPMENT:

The Contractor shall continuously maintain adequate protection of stored materials and installed equipment. Fixtures and equipment, whether located inside or outside, shall be tightly covered and protected against dirt, rust, moisture and abuse from other trades. Adequate air circulation shall be provided under any protective sheet to prevent condensate build up. Materials and equipment shall not be stored directly on the ground. Ductwork, piping and equipment shall not be used by other trades as supports for scaffolds or personnel. At the completion of the work, equipment, fixtures, exposed supports and piping shall be cleaned of loose dirt, construction debris, overspray, etc., to

the satisfaction of the Architect. Repairs made necessary by damage shall be paid for by the Contractor.

3.3 PROTECTION OF STRUCTURE:

Each Contractor in performing his work shall take particular care not to damage the structure. All finished floors and step treads shall be covered to prevent any damage by workmen or their tools and equipment during the construction of the building. In addition, each Contractor shall protect any materials on the job site whether a part of this contract or the property of another Contractor.

3.4 FOUNDATIONS:

3.4.1 Concrete foundations required by mechanical equipment shall be constructed by this Contractor.

3.4.2 Equipment shall be set in place on the bases, leveled and aligned by means of shims, piped, then grouted in, in that order. After grouting, the forms shall be removed and the surfaces of the foundation shall be hand-rubbed with carborundum. Concrete work shall conform to the requirements of General Specifications, Concrete Work, of this specification.

3.5 CONFLICTS, INTERFERENCES AND COORDINATION BETWEEN TRADES:

3.5.1 The drawings indicate the extent, general location, arrangement, etc., of piping systems, ductwork, and equipment and are not to be construed as shop drawings. This Contractor shall refer to other sections of the specifications and other drawings such as electrical, structural, architectural, etc., in order to eliminate conflicts and undue delays in the progress of the work. Where other Contractors furnish items requiring connections by this Contractor, they will be held responsible for providing roughing-in drawings and assistance upon request.

3.5.2 Each trade shall so harmonize its work with that of the other trades so that the work may be done in the most direct and workmanlike manner without hindering the other trades. Piping interference shall be handled by giving precedence to pipe lines which require a stated grade for proper operation.

3.5.3 In the event of conflicts between specifications and drawings, drawings shall take precedence over specifications except in matters pertaining to quality, applications, and coordination between trades, which shall be governed by specifications.

3.5.4 In the event of conflict between codes, as interpreted by the authority having jurisdiction and the contract documents, the codes shall govern.

3.5.5 In the event of conflict between manufacturer's installation instructions and the drawings, the manufacturer's installation instructions shall govern.

3.6 CUTTING AND PATCHING:

3.6.1 All cutting incident to the work in this section such as installation of sleeves, piping, equipment, etc., shall be coordinated with the General Contractor. Cutting shall be performed by this Contractor and patching shall be by the General Contractor. This Contractor shall not cut any structural element or any finished work without permission from the Architect.

3.6.2 This Contractor shall cut and patch all paving as required by the installation of buried piping, including utilities.

3.7 CONCRETE WORK:

This Contractor shall provide all forming, reinforcing and concrete as required and/or indicated such as equipment bases, plumbing stack support pads, grease interceptors, catch basin and headwalls. Work shall conform to applicable portion of Division 3 CONCRETE.

3.8 PAINTING:

3.8.1 All painting except "touch-up" shall be provided under the painting sections (Division 9) unless noted otherwise. All exposed piping, equipment, etc., shall be left clean and free form rust or grease and ready for the painter.

3.8.2 Where equipment finishes are damaged, this Contractor shall obtain matching color touch-up paint from the equipment's manufacturer and paint as required.

3.9 EXCAVATION AND BACKFILL:

3.9.1 All excavation and backfill required for the installation of work under this section shall be accomplished by each trade Subcontractor under his phase of the work. All such work shall be included regardless of the type of materials encountered in the excavation.

3.9.2 Trenches for all underground piping shall be excavated to the required depths and cut to required grades. The banks of trenches shall be kept as nearly vertical as practicable and where required shall be properly formed and braced. Trenches shall be at least 12" wider than the outside diameter of the pipe to be laid therein. The bottoms of the trenches shall be thoroughly tamped. For bell and spigot piping, bell holes shall be excavated to a depth 6" below the bottom of the pipe and shall be backfilled to the proper grade with pea gravel or sand thoroughly tamped. Pipe laid in trenches dug in fill shall be supported down to load bearing undisturbed soil. After the pipes have been tested, inspected and approved by inspecting authorities, the trenches shall be backfilled in 12" layers and thoroughly tamped after each layer (95% compaction). Backfill material shall

be river sand or other approved material to a depth of six (6) inches above the top of the pipe. The next layer and subsequent layers of backfill may be excavated materials if of earth, loam, sand or gravel free of large clods and with rocks no larger than 1 - 1/2" in diameter. Any additional material required for backfilling shall be furnished and any excess materials and debris shall be removed from the site. Any special backfill material shall be provided as specified or shown on the drawings.

3.9.3 All excavating and backfilling shall be done in a manner so as not to disturb adjacent structures and any shoring required shall be provided.

3.9.4 The contractor shall review the plans and specifications and the existing site conditions for trees, shrubs, and other plants, both new and existing to remain, and avoid excessive disturbance to root structures and harm to these trees, shrubs, and other plants. Report discrepancies and conflicts in writing to the Architect/Engineer before proceeding with any work.

3.10 LUBRICATION:

This Contractor shall provide all lubricants for the operation of all equipment until acceptance. The Contractor shall be required to protect all bearings during the installation and shall thoroughly grease steel shafts to prevent corrosion. All motors and other equipment shall be provided with covers as required for proper protection during construction. All equipment bearings requiring periodic lubrication shall be provided with proper fittings for this purpose. Where equipment requiring such lubrication is not readily accessible due to location, copper tubing extensions shall be provided in addition to lubrication fittings.

3.11 ELECTRICAL WORK:

3.11.1 All wiring and conduit and mounting of all electrical devices shall be provided under Division 16, except for such items that are completely wired at their point of manufacture and so delivered and unless specifically noted to the contrary herein.

3.11.2 Wiring for all HVAC controls and interlocks shall be done under Division 16. The furnishing of all disconnect switches as required for proper operation as shown on the drawings and required by code shall be under Division 16, except where specifically designated on the plans. The furnishing of all starters for mechanical equipment shall be done under this section (Mechanical) of these specifications, unless specifically scheduled otherwise on a starter schedule on the drawings.

3.11.3 Furnishing of complete wiring diagrams showing power wiring and interlock wiring shall be work under the trade supplying the equipment. Diagrams shall be based on approved equipment and shall be complete integral drawings, not a series of manufacturer's individual diagrams. After these diagrams have been approved by the Architect/Engineer, copies shall be furnished to the trades involved and they shall be followed in detail.

3.11.4 The electrical design and drawings are based on the equipment scheduled and shown on the drawings and should any mechanical equipment requiring changes to the electrical design be approved, the required electrical changes shall be made at the expense of the trade furnishing the changed equipment and at no cost to the Owner.

3.12 EQUIPMENT CONNECTIONS:

This Contractor shall bring required services and utilities to equipment items and appliances furnished under other sections of this specification or by the Owner, make final connections, and leave all equipment ready for operation. This Contractor shall coordinate with any affected trade to assure correct operation of the equipment item, i.e., phase rotation, switching, control location and accessibility, plumbing utility connection requirements, mechanical or HVAC connection requirements. Contractor shall report any discrepancies in writing to the Architect.

3.13 OPERATION PRIOR TO COMPLETION:

When any piece of mechanical or electrical equipment is operable and it is to the advantage of the Contractor to operate the equipment, he may do so providing that he properly cleans the equipment, installs clean filter media, properly adjusts and completes all punch list items before final acceptance by the Owner. The date of acceptance and the start of the warranty may not be the same date.

3.14 FLASHING AND WATERPROOFING:

All building penetrations to outside shall be flashed and counter flashed as required to eliminate leaks.

3.15 TESTS:

All tests shall be made by this Contractor and repeated until approved by the Architect. Piping systems shall not be covered or otherwise concealed until tests have been made and approvals obtained. Notify the Architect four days prior to tests to allow for scheduling. Test the piping systems as indicated in applicable articles.

3.16 CLEAN-UP:

3.16.1 It shall be the responsibility of each trade to cooperate fully with the other trades on the job to help keep the job site in a clean and safe condition. At the end of each day's work, each trade shall properly store all of his tools, equipment, any surplus materials and clean up debris caused by his portion of the work.

3.16.2 When all work has been finally tested, the Contractor shall clean all work installed by him, including all fixtures, equipment, pipes, ducts and all exposed work. All pipes shall be flushed out and left free of all obstructions. All plates, grilles, and other finished products shall be thoroughly cleaned and polished.

3.17 CHANGE ORDERS:

Any change requests shall be accompanied with detailed itemized cost break downs of all material and equipment and labor for all disciplines involved. Labor manhours along with hourly rates shall be included by item. Material and equipment costs shall be accompanied with vendor quotes specific to the change request. In addition to the material, equipment, and labor breakdowns, each contractor's overhead and profit breakdowns shall be provided.

3.18 FINAL OBSERVATIONS:

3.18.1 It shall be the responsibility of the Contractor to make a careful inspection trip of the entire project, assuring himself that the work on the project is ready for final acceptance, before calling upon the Architect/Engineer to make a final observation.

3.18.2 In order not to delay final acceptance of the work, the Contractor shall have all necessary bonds, guarantees, receipts, affidavits, etc., called for in the various articles of this specification, prepared and signed in advance, and together with a letter of transmittal
listing each paper included, and shall deliver the same to the Architect/Engineer at or before the time of the final observations. The Contractor is cautioned to check over each bond, receipt, etc., before preparing same for submission to see that the items check with the requirements of the specification.

3.19 DEMOLITION AND SALVAGE:

3.19.1 Where demolition of equipment or materials is required this Contractor shall minimize cutting and exercise all due caution to leave undamaged surfaces, material and equipment meant to remain.

3.19.2 All existing items that are to be removed shall remain the property of the Owner unless declared as unsalvageable. Unsalvageable materials shall become the property of the Contractor and be removed from the site. Items declared as Owner's property shall be neatly stored on the site as directed by the Owner.

2.19.3 Venting of refrigerant to the atmosphere shall be strictly prohibited. Refrigerant recovery shall be done in strict accordance with EPA Clean Air Act of 1990, Section 608. Provide proof of recovery equipment certification, technician certification, and proper refrigerant disposal report in writing to the Engineer/Architect.

3.20 AS-BUILT DRAWINGS:

Each contractor and subcontractor shall maintain one (1) set of prints on the job, indicating any and all changes made during construction. At the completion of the project, this set shall be turned over to the Architect, including revised control and wiring diagrams.

3.21 ASBESTOS POLICY:

3.21.1 It is the intent of the engineer that no asbestos or asbestos containing materials be used on this project. No asbestos material has been knowingly included in the construction requirements.

3.21.2 Should the contractor have reason to believe that asbestos has been encountered, the proper authority should be notified and appropriate instructions received before proceeding with the work.

3.22 FIRE STOPPING:

All penetrations of fire rated ceilings, walls, partitions, or floors shall be firestopped using approved materials to maintain the fire rating of the ceiling, wall, partition, or floor. Methods and materials shall be approved by local code officials.

3.23 BUILDING ACCESS:

Arrange for the necessary openings in the building to allow for admittance of all apparatus. When the building access was not previously arranged and must be provided by this contractor, restore any opening to its original condition after the apparatus has been brought into the building.

3.24 EQUIPMENT ACCESS:

Install all piping, conduit, ductwork, and accessories to permit access to equipment for maintenance. Coordinate the exact location of wall and ceiling access panels and doors with the General Contractor, making sure that access is available for all equipment and specialties. Where access is required in plaster or drywall walls or ceilings, furnish the access doors to the General Contractor and reimburse the General Contractor for installation of those access doors.

END OF SECTION

SECTION 15100 - PIPING SYSTEMS

PART 1 - GENERAL

1.1 SCOPE:

Work in this section shall include piping, fittings, accessories etc., to be used in piping systems in accordance with the intent of the Contract Documents and shall include the following principal items:

Piping
Valves
Piping Accessories

1.2 REFERENCED STANDARDS:

National Bureau of Standards (NBS).
Cast Iron Soil Pipe Institute (CISPI).
American Society of Testing & Materials (ASTM).
American Water Works Association (AWWA).
National Fire Protection Association (NFPA).
Factory Mutual Engineering Corporation (FM).
American Society of Mechanical Engineers (ASME).
American National Standards Institute (ANSI).

1.3 SUBMITTALS:

Submittals are required as indicated only. Submittal of pipe and fittings is not required unless a deviation from the specification is proposed.

PART 2 - PRODUCTS

2.1 CONDENSATE DRAIN PIPING PIPING:

Condensate drain piping shall be type "M" hard drawn copper piping with cast and/or wrought copper fittings per ASTM B-88, 95/5 solder. Schedule 80 CPVC may be used, if approved by local code officials. However, **no CPVC shall be run in return air plenums.** Also, no CPVC shall be run where exposed to sunlight.

2.2 REFRIGERATION PIPING:

2.2.1 All refrigeration piping from the air cooled condensers to the refrigerant coil shall be Type "L" soft drawn copper per ASTM B-88. All fittings and joints shall be made with silver-fos solder. Provide strainer-dryer combination and liquid solenoid valves at

refrigerant coil. Thermostatic expansion valves and all accessories shall be equal to Alco, Inc., or approved equal. Provide and install distributors equal to Alco, Inc., suitable for modulating flow rates.

2.2.2 Provide specialties such as solenoid valves, sight glasses, and filter/dryers as indicated and required for proper system operation. Components shall be specifically designed for refrigeration service.

2.3 PIPING ACCESSORIES GENERAL:

2.3.1 Flanges shall be slip-on or butt welding standard weight 1/16" raised face type with gaskets.

2.3.2 Unions shall be all bronze for copper systems and malleable iron with ground joint for steel piping systems. Provide dielectric unions for joining dissimilar metallic piping systems.

2.3.3 Escutcheons shall be single piece, set screw type, chrome plated and shall cover the opening and sleeve.

2.4 GAS PIPING:

2.4.1 Provide a complete system of gas piping as shown on the plans. All gas piping within the building shall be run exposed unless specifically shown otherwise. Any gas piping concealed within the building shall be properly vented to the outside.

2.4.2 All gas piping shall be schedule 40 black steel pipe per ASTM A-120-55. All intermediate pressure pipe and all pipe 2 1/2" and larger shall be welded joints. Low Pressure fittings 2" and smaller shall be standard weight black malleable iron screwed per ASTM A-197-65. Intermediate pressure fittings and fittings 2-1/2" and larger shall be "Tube-Turn" forged welding type, or approved equal. Screw thread joints shall be made with an approved compound & shall comply with ANSI Standard For Pipe Threads, B2.1968.

2.4.3 Care shall be taken to keep the inside of piping dry and free of dirt, cutting burrs and other foreign substances. All threaded piping shall be reamed smooth after cutting and shall be threaded with true, sharp dies to insure a proper joint make-up,

2.4.4 Provide a manual stop cock, union and 12" drip leg at all equipment connections.

2.4.5 Gas cocks 2" and smaller shall be Crane Company No. 324, all iron with brass square head plug; cock larger than 2" shall be Walworth, or equal, lubricated plug cocks, 150 psi wog.

2.4.6 Unions 2-1/2" and smaller shall be Grinnel 463, or equal, black malleable iron, ground joint, brass to iron seat unions. Unions 3" and larger shall be Crane Company Standard malleable iron gasket type flange unions with proper gasket.

2.4.7 All exposed gas piping whether interior or exterior to the building shall be painted with two coats of rust preventative paint.

2.4.8 All work shall be in accordance with NFPA 54.

PART 3 - EXECUTION

3.1 PIPING INSTALLATION:

3.1.1 Arrange and install piping systems sizes as shown approximately as indicated, straight, properly supported and run as directly as possible forming right angles or running parallel with building lines. Locate piping as high as practical and in parallel groups as close together as practical. Unless otherwise noted, conceal all piping.

3.1.2 All piping shall be run in the most direct manner, avoiding unnecessary joints. All changes necessary to make the piping conform to the building construction shall be made without extra charge.

3.1.3 All pipe sizes shown on the plans are nominal except refrigerant piping where O.D. sizes are indicated.

3.1.4 Pipe shall be cut accurately to measurements established at the site and worked into place without springing or forcing.

3.1.5 Provide clearance for installation of insulation and for access to valves, air vents, drains and unions.

3.1.6 Install piping to allow for expansion and contraction without undue stress to pipe or equipment connected.

3.1.7 Provide escutcheon plates at each wall and ceiling penetration in finished areas.

3.1.8 Provide 18 gauge sheetmetal sleeves for all piping penetrations of above grade floors and walls. Sleeves shall be sized to allow for insulation. Pack annulus between pipe and sleeve with fiberglass batts neatly secured in place with duct tape.

3.1.9 Locate and suspend piping in such a manner so as to minimize transmission of vibration and noise.

3.1.10 Test, clean and disinfect piping systems as indicated in the appropriate piping system specification.

3.1.11 At each piece of equipment, shut-off valves shall be furnished and installed by this Contractor so that these groups of fixtures or pieces of equipment may be isolated from accessible locations. Provide General Contractor with locations of all access doors. Access doors required for these valves shall be furnished by this Contractor.

3.1.12 Exposed piping shall be held close to the walls and ceilings and necessary fittings shall be provided and installed to allow for offsets to hold the piping close to wall and ceilings. Where these lines run exposed a clearance shall be obtained from the Architect in writing before making the installation.

3.1.13 All piping penetrations through fire rated ceilings, walls or floors shall be fire stopped using approved materials to maintain the fire rating of the ceiling, wall or floor structure.

3.1.14 All piping connections to equipment shall contain flanges or unions to allow easy removal whether or not shown on the plans.

3.2 PIPING JOINTS:

3.2.1 Screwed joints shall have full cut pipe threads, assembled with an approved compound applied to only the male threads. A minimum of three pipe threads shall remain exposed when the joint is assembled.

3.2.2 Solder and braze joints shall be assembled with square cut pipe using a pipe cutter. Hack saw cut pipe ends shall be reamed to full size. Both the pipe and fittings shall be furnished absolutely clean. Brazing flux shall be applied to both the pipe and the fittings. The use of corrosive acid flux will not be permitted. During the brazing, the pipe and fittings must be charged with nitrogen gas.

3.2.3 PVC Plastic pipe joints shall be assembled by applying Oatey all purpose purple primer and all purpose clear solvent or approved equal. PVC primer and solvent cement shall be applied to both the pipe and fittings in accordance with the manufacturer's recommendations. Join the pipe and fittings to completely set the pipe within the fitting and rotate the pipe within the fitting one-half revolution to evenly distribute the solvent cement.

3.3 SECURING AND SUPPORTING OF PIPE:

All pipe shall be supported from the building structure by means of approved hangers and supports. Piping shall be supported to maintain required grade and pitch, prevent vibration and provide for expansion/contraction.

3.4 EQUIPMENT PLUMBING CONNECTIONS:

3.4.1 The Plumbing Subcontractor shall rough-in and make final connections to all miscellaneous equipment noted on the drawings.

3.4.2 The Plumbing Subcontractor shall make final connections to all pieces of equipment furnished under this section and other sections of the specifications and/or drawings that require natural gas, water, drain, waste or vent connections, furnishing all required shutoff cocks, valves, drain valves, closet flanges, traps, etc.

3.5 REFRIGERANT PIPING TESTS:

3.5.1 Piping system shall be tested for four (4) hours with 250 psig on high side and 150 psig on low side, using nitrogen and anhydrous carbon dioxide.

3.5.2 Refrigerant charge shall be provided as required after the piping system has been pressure tested and then drawn down to a vacuum of 50 microns for 12 hours. Halide torch test each joint after charging.

3.6 VALVES

Provide all valves as indicated on the drawings and specified.

3.6.1 Provide all valves for the complete control of all risers, branches, groups of plumbing fixtures, as shown on the plans. All valves shall be located behind access panels and arranged within easy reach or access.

3.6.2 Do not install valves with stems below horizontal.

3.6.3 Provide drain valves at main shut-off valves and at low points of piping and apparatus.

3.7 GAS PIPING TESTING:

Gas piping shall be tested in strict accordance with NFPA 54.

3.8 TESTING REQUIREMENTS:

Refer to sections 15800 for further testing requirements.

END OF SECTION

SECTION 15150 - SHEETMETAL WORK AND ACCESSORIES

PART 1 - GENERAL

1.1 GENERAL:

1.1.1 Provide all "sheet metal work" or "ductwork" referenced in this section of the specifications, on the drawings, and as may be required to provide a complete system for the air conditioning, heating, and ventilating systems.

1.1.2 Before doing any work, the Contractor shall coordinate with approved reflected ceiling plan and other trades for location of air outlets, lights, tile patterns, etc.

1.2 SCOPE OF WORK:

Provide all labor, materials, equipment, tools and services and perform all operations necessary for and reasonably incidental to the construction of complete ductwork and accessories systems as indicated on the drawings, reasonably implied therefrom or as specified herein unless specifically excluded.

1.3 SHOP DRAWINGS:

Shop drawings shall be submitted on all items of sheet metal work only as specified hereinafter.

1.4 REFERENCE STANDARDS:

ASHRAE - Guide and Data Books.
SMACNA - HVAC Duct Systems Design, Latest Edition.
NFPA - 90A, 90B, 91, 96, 204.
SMACNA - HVAC Duct Construction Standards, Latest Edition.

PART 2 - PRODUCTS

2.1 MATERIAL:

All sheet metal duct, plenum and casing construction, unless otherwise specified herein, shall be constructed of new, prime grade, continuous hot dip mill galvanized, lock forming quality steel sheets, per ASTM A 525-75 and shall have a galvanized coating in accordance W/G90 per ASTM 525 and ASTM 90. Construction shall be in strict accordance with the construction details and installation details in the referenced ASHRAE, SMACNA, and NFPA standards as specified. **All ductwork shall be galvanized sheet metal unless specifically noted otherwise.**

2.2 LABELING AND GAUGE:

Each sheet shall be stenciled with manufacturer's name and gauge. Sheet metal must conform to the tolerances listed in SMACNA HVAC Duct Construction Standards, Latest Edition. All duct systems penetrating 1 hour fire walls shall be of minimum 24 ga. construction.

2.3 LOW PRESSURE DUCTWORK CONSTRUCTION:

2.3.1 Rectangular low pressure ducts shall be constructed and reinforced in accordance with tables 1-1 through 1-9 and applicable figures of SMACNA HVAC Duct Construction Standards, Latest Edition, and NFPA 90A and 90B.

2.3.2 Round low pressure ducts shall be constructed in accordance with Table 3-2 and 3-3 2" W.G. "Round Duct Gauge Selection" and Figure 3-2 "Transverse Joints-Round Duct" of SMACNA HVAC Duct Construction Standards, Latest Edition, and NFPA 90A and 90B. **All round duct work exposed to view shall be factory fabricated spiral round, double wall, with 1" thick insulation liner.**

Elbows shall be smooth elbows; 5 piece 90 degree elbows or 3 piece 45 degree elbows all with centerline radius 1-1/2 times the duct diameter.

2.3.3 Low pressure flexible ducts shall be in accordance with SMACNA HVAC Duct Construction Standards, Latest Edition, NFPA 90A and 90B. Flexible duct shall be equal to Flexmaster Type-8 acoustical insulated, with couplings and end connections as required for proper installation and compatibility with ductwork system in which they are installed. Submit to Engineer for approval. All flexible ducts shall have positive interior air seal permanently bounded to a zinc coated high carbon spring steel helix all sheathed in a Class 1 vapor barrier factory sealed at both ends and shall have minimum R-6 insulation value or R-8 insulation value in unconditioned spaces (such as attics and crawl spaces). The composite assembly including vapor barrier shall meet the Class 1 requirements of NFPA for use in a return air plenum, and be labeled by Underwriters Laboratories, Inc. 181 with a flame spread rating of 25 or less and a smoke developed rating of 50 or under. Flexible duct taps into sheetmetal ducts shall be made with factory fabricated 45" side take-off and rigid round duct with damper, Young or equal bearings, Young or equal operators, and raised bead for tight, positive flex duct connection. Use insulation guard for internally lined ductwork. **Flexible ducts shall be limited to maximum 6'-0" in length unless specificaly noted otherwise.**

2.4 JOINTS:

2.4.1 All joints shall be sealed airtight with duct sealer equal to United duct sealer in a manner compatible with type joint being sealed as recommended in the SMACNA HVAC Duct Construction Standards, Latest Edition.

2.4.2 All sealed ducts shall be pressure tested at a developed and maintained system pressure. Leaks that whistle or are excessive shall be repaired and the test repeated. See Part 3 Execution.

2.4.3 As a Contractor option, transverse duct joints may be made with Ductmate System or approved equal with the following stipulation: "Ductmate or equal system may be employed only after Contractor personnel have been properly instructed by a manufacturer's representative in the application and installation of said system." Duct gauges shall be in strict accordance with Ductmate instructions.

2.5 DUCT HANGERS AND SUPPORTS:

2.5.1 All horizontal and vertical ducts shall be supported in accordance with SMACNA HVAC Duct Construction Standards, First Edition, 1985.

2.5.2 Flexible ducts shall be free of sags and kinks and supported on minimum of 36" centers with 3/4" wide flat banding material. Perforated strap will not be acceptable.

2.5.3 Hanger Materials: Galvanized sheet steel or threaded steel rod.

1. Hangers Installed in Corrosive Atmospheres: Electrogalvanized, all-thread rods or galvanized rods with threads painted with zinc-chromate primer after installation.
2. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for steel sheet width and thickness and for steel rod diameters.
3. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.

2.6 AIR DISTRIBUTION DEVICES: (SUBMITTAL REQUIRED)

2.16.1 Grilles, registers and ceiling outlets shall be as scheduled on the plans and shall be provided with sponge rubber or soft felt gaskets. Sizes shown on the drawings shall be checked for performance, noise level, face velocity, throw, pressure drop, etc., before the submittal is made. The throw shall be such that the velocity at the end of the throw in the five foot occupancy zone will not be more than 50 FPM or less than 25 FPM. Manufacturer shall be prepared to demonstrate compliance with noise criteria on request to Architect's satisfaction. All devices shall be tested per Air Diffuser Council and labeled as such.

2.6.2 Each air distribution device located in an unconditioned space such as an attic shall be provided with a 3" thick, 3/4 lb. density insulation blanket for condensation control.

2.16.3 Locations of outlets on drawings are approximate and shall be coordinated with other trades to make symmetrical patterns and shall be governed by the established

pattern of the lighting fixtures or Architectural reflected ceiling plan. Where called for on the schedules, the grilles, registers and ceiling outlets shall be provided with deflecting devices and manual dampers. These shall be the standard product of the manufacturer, subject to review by the Architect and equal to brand scheduled. All ceiling devices shall be furnished to be compatible with the type ceiling in which they are installed.

2.6.4 Air distribution devices shall be as manufactured by Titus, Price, Krueger, Metalaire only and shall be as scheduled on the drawings.

2.7 INSTRUMENT PORTS:

Instrument ports shall be a 2-5/8" diameter base, neoprene gasket 2" deep neck, screwed cover operated with No. 024 spanner wrench, mounting screws, equal to Young 1101.

2.8 DUCT ACCESS DOORS:

Duct access doors shall be gasketed frame with wing nut fasteners, (1" thick insulation bonded to interior face), 8" x 8" size (duct opening) on ductwork up to 14" and 12" x 12" size on larger ductwork, equal to Young 1310.

2.9 FLUES: (SUBMITTAL REQUIRED)

Provide double wall round type B vents, sizes as indicated, with aluminum liner and galvanized steel outer housing. Vent caps shall be A.G.A. approved complete with collars, thimbles, storm collars, flashing jacks, etc., as required. Minimum clearances from combustible construction shall be in accordance with Standard Gas Code, Section 607. Vents shall terminate at least two (2) feet above the highest point where they pass through the roof of a building and at least two (2) feet higher than any portion of the building within 10 feet.

PART 3 - EXECUTION

3.1 WORKMANSHIP, QUALITY AND REQUIREMENTS:

3.1.1 All ductwork shall be installed in a first-class workmanlike manner in accordance with SMACNA recommendations. This work shall be warranted for a period of one year from the date of acceptance of the job against noise or vibrations and free from pulsation under all conditions of operation. All defects shall either be removed and replaced or reinforced as directed by the Architect.

3.1.2 Before fabricating any ductwork, the Contractor shall check the conditions at the job site and shall make all necessary changes in cross sections, offsets, etc., whether they are specifically indicated or not.

3.1.3 Provide manually operated volume control dampers in all branches, splits and taps for proper balancing of air distribution whether indicated on the drawings or not. Dampers to be either single blade or multi-blade as indicated or required. They shall have an indicating device with lock to hold damper in position for proper setting. Round dampers and dampers 36" x 12" or less may be single blade, 22 gauge minimum. Larger dampers shall be multi-blade dampers with opposed blade action, 16 gauge minimum. All manual balancing dampers shall be rated for 1,500 FPM minimum. Dampers shall be provided with bearings and manual quadrants. Dampers located in externally insulated ducts shall include operating regulator with a 2" elevated dial similar to VentFabric's 629/639 elevated dial regulator or Young 404B with 2" high base. Dampers may be as scheduled:

	Greenheck	Ruskin	NCA	Air Balance
Round	MBDR-50	MDRS25	PBD-20RS	AC-112
Single	MDB-10M	MD-15	PBD-20	AC-111
Opposed	MBD-15	MD-35	SCD-57	AB-2

3.1.4 Damper operators in all unfinished areas shall be Young Series 400 of the exact style, type and size as required. All other operators shall be Young #315 and/or #895 as required. All dampers shall have Young end bearings on the rod at the opposite end from the operator. Where dampers are installed in ducts located above accessible type ceiling, damper operators shall not be extended through the finished ceiling. Damper operators above inaccessible ceilings shall be furnished with extension rods operable through diffuser and grille faces or from remote locations using concealed damper regulators, field verify locations with the Architect/Engineer. A 90 degree miter gear shall also be provided for use with this damper. The contractor shall provide and cut square rods as necessary to complete the installation.

3.1.5 Provide turning vanes in all square elbows per SMACNA requirements.

3.1.6 Provide hinged access doors for access to all dampers, automatic dampers, fusible links, cleaning operations, etc. Where the ducts are insulated, the access doors shall be double skin doors with one inch (1") of insulation in the door. Factory fabricated doors as manufactured by Milcor or equal meeting these specifications will be acceptable.

3.1.7 Where ducts connect to fans, including roof exhausters, flexible connections shall be made using "Ventglas" fabric that is fire-resistant, waterproof, mildew-resistant and practically air tight and shall weigh approximately thirty ounces (30 oz.) per square yard. There shall be a minimum of one-half inch (1/2") slack in the connections and a minimum of two and one half inches (2 1/2") distance between the edges of the duct except that there shall also be a minimum of one inch (1") of slack for each inch of static pressure on the fan system.

3.1.8 Furnish and install screens on all ducts, fans, etc., and openings furnished by this Contractor which lead to, or are, outdoors. Screens shall be 16 gauge, one half inch (1/2") mesh in removable galvanized steel frames.

3.1.9 All holes in ducts for damper rods and other necessary devices, shall be either drilled or machine punched, (not pin punched), and shall not be any larger than necessary. All duct openings shall be provided with sheet metal caps if the openings are to be left unconnected for any length of time. In general, sheet metal screws shall not be used in duct construction unless the head (not the point) of the screw is in the airstream. Transformations shall have a ratio of not more than one inch (1") in transformation to every seven inches (7") of length unless specifically shown otherwise on the drawings.

3.10 Where ducts are installed blocking clear access to equipment requiring servicing, replacement parts, and/or filter replacement, independently supported cross-overs shall be installed such that the ducts or any equipment will not be subject to damage. Cross-overs and their supports shall be submitted for approval.

3.2 FLASHING:

3.2.1 Provide a flashing and counter-flashing for all ducts penetrating roofs or exterior walls. The flashing shall be not less than No. 24 gauge galvanized steel, and shall be water tight.

3.2.2 Where ducts exposed to view pass through walls, floors or ceilings, furnish and install sheet metal collars to cover the voids around the duct.

END OF SECTION

SECTION 15200 - AIR CONDITIONING EQUIPMENT

PART 1 - GENERAL

1.1 GENERAL:

Refer to Section 15010 for General Requirements for Mechanical Work.

1.2 SCOPE OF WORK:

Furnish and install all labor, materials, equipment, tools and services and perform all operations required in connection with, or properly incidental to, the construction of complete air conditioning equipment systems as indicated on the drawings, reasonably implied therefrom or as specified herein unless specifically excluded.

1.3 SCHEDULES ON DRAWINGS:

In General, all capacities of equipment and motor and starter characteristics are shown on schedules on the drawings. Reference shall be made to the schedules for such information. The capacities shown are minimum capacities. Variations in the characteristics will be permitted only on written approval of the Architect. Equipment shall be labeled and provided with installation and operating instructions in accordance with International Mechanical Code, Section 302.

1.4 EQUIPMENT INSTALLATION AND WARRANTY SCHEDULE:

This Subcontractor shall refer to the architectural specifications for the required time schedule for the installation of equipment furnished as a part of this contract. The required time schedule will necessitate the setting-in-place of some items before the normal period of occupancy of the space and before the acceptance of substantial completion and subsequent approval by the Owner and Architect. The Subcontractor is advised that the warranty for each item of equipment will not begin until the documented time of beneficial use as defined in the architectural specifications, and the Subcontractor will, therefore, make the necessary arrangements with the equipment manufacturers for extended warranties as may be required.

1.5 REFERENCE STANDARDS:

ASHRAE Handbook - 2008 HVAC Systems andEquipment

ASHRAE Handbook - 2009 Fundamentals

ASHRAE Handbook - 2010 HVAC Applications

ASHRAE Handbook – 2011 Refrigeration

American National Standard for Mechanical Refrigeration Systems - ANSI B9.1
Standard for Installation of Residence Type Warm Air Heating & Air Conditioning Systems - NFPA 90B

Standard For Installation of Air-Conditioning & Ventilating Systems - NFPA 90A

International Mechanical Code - IMC

Reference SECTION 15010 for additional information

PART 2 - PRODUCTS (SUBMITTALS REQUIRED)

2.1 FILTERS:

2.1.1 To protect the equipment during construction and for the purpose of testing and balancing, this Contractor shall furnish and install a complete set of temporary filters. These temporary filters shall be of glass fiber in heavy cardboard frame with suitable retainers to hold the media in place.

2.2 FURNACE/COIL UNITS:

2.2.1 Provide furnace/coil units as scheduled on the plans, complete with gas furnace, cooling coil, and thermostat compatible with Goodman model GLXS4B outdoor condensing unit.

2.2.2 Gas furnace shall be complete with casing, heat exchanger, fan assembly, filters, and wiring for heating and cooling operations.

A. Casing shall be fabricated from 22 gauge steel, de-greased, bonderized and finished with baked-on enamel paint.

B. The heat exchanger shall be die-formed heavy gauge cold-rolled steel and shall have a ten year limited warranty.

C. Fan assembly shall consist of blower motor and blower that are rubber mounted for vibration isolation control. Fans shall have multi-speed direct drive motors.

D. The units shall be factory wired for high and low voltage connections to accommodate the addition of coils and contents.

E. Provide filter access section with hinged door for 2” filter.

2.2.3 Cooling coils shall be complete with casing. Cooling coils shall be three row 3/8” O.D. seamless copper tube coils with heavy aluminum fins mechanically bonded to tubes. Coils shall have sweat connections, refrigerant metering device, and holding

charge for field piping. Coils shall be suitable for upflow installations. Coils shall have insulated drain pan with 3/4" drain connection. Casing shall be constructed of 20 gauge sheet metal and an enamel coat of paint.

2.2.4 The furnace/coil manufacturer shall provide all controls and accessories necessary for a complete installation and satisfactory operation of the units. Thermostats shall be combination heating and cooling with fan ON-AUTO switch and system HEAT-OFF-COOL switch.

2.2.5 Approved manufacturers:

1. Goodman Model GR9T80

2. Goodman, Trane, York, Ruud, Lennox, Carrier

2.3 SPLIT SYSTEM AIR CONDITIONING UNITS:

2.3.1 The split system airconditioning units shall be as manufactured by Goodman, Trane, Carrier, York, Lennox, or Ruud and equal to the model numbers and capacities as scheduled on the plans.

2.3.2 The split system units shall consist of an air handling unit with electric strip heater and condensing unit, and all controls necessary for a complete operation.

2.3.3 The air handling units shall be of the capacities as scheduled on the drawings with electric resistant open wire nichrome heaters factory designed for compatibiliy with the air handling units. The electric heater shall be equipped with thermal overload device and all necessary operating and safety controls. The fan shall be forward curved with double inlet, mounted on motor shaft, dynamically and statically balanced. The fan motor shall be factory lubricated, have intrenal overload protection and be resiliently mounted.

2.3.4 The condensing units shall be complete with compressor, refrigerant circuit, reversing valve, low ambient controls to operate at 20 degrees Fahrenheit outside temperature, outdoor coil, fan and fan motor, expansion valve, suction line accumulator, safety operating controls, driers, defrost controls and thermostats.

2.3.5 Coils shall have aluminum plate fins mechanically bonded to copper tubes, cleaned, dehydrated, leak tested at 150 psig and pressure tested at 450 psig.

2.3.6 Approved manufacturers:

1. Goodman Model GLXS4B

2. Goodman, Trane, York, Ruud, Lennox, Carrier

2.4 THERMOSTATS:

Thermostats for air conditioning units shall be provided by the air conditioning unit manufacturer and shall be combination heating/cooling (automatic change over); two stage heating where required and single stage cooling. Thermostat deadband of 5F.

2.5 FIRE-STATS:

Provide in each air moving device such as air conditioning units, ventilation fans, exhaust fans, etc., of 600 CFM capacity and larger, a fire-stat to "stop" each respective air moving device upon an entering air temperature to the fan in excess of 125 degrees Fahrenheit (or in excess of that specified in the local codes or by the authority having jurisdiction). The fire-stat shall be product of the Temperature Control Subcontractor.

2.6 MULTI-SPLIT AIR CONDITIONING – HEAT PUMP

2.6.1 SYSTEM DESCRIPTION

The variable capacity, heat pump air conditioning system shall be a Inverter Driven series (heat/cool model) multi-split system. The outdoor model shall be direct expansion (DX), air-cooled, swing, variable speed, inverter driven compressor using R-32, adequate for 230 feet of total. The system shall have automatic restart capability after a power failure has occurred and a low voltage cut-off feature to prevent stalling during power supply issues. The indoor units shall be as scheduled and shown on the contract documents.

2.6.2 QUALITY ASSURANCE

A. The units shall be tested by a Nationally Recognized Testing Laboratory (NRTL), in accordance with ANSI/UL C22.2 No. 60335-2-40 – Heating and Cooling Equipment and bear the listed Mark.

B. All wiring shall be in accordance with the National Electric Code (NEC).

C. Each combination shall be rated in accordance with Air Conditioning Refrigeration Institute's (ARI) Standard 210/240 and bear the ARI label.

D. The system will be produced in an ISO 9001 and ISO 14001 facility, which are standards set by the International Standard Organization (ISO). The system shall be factory tested for safety and function.

E. The outdoor unit will be factory charged for a line set length of 131.2 feet for R-32 refrigerant.

2.6.3 DELIVERY, STORAGE, AND HANDLING

A. Unit shall be stored and handled according to the manufacturer's recommendations.

2.6.4 LIMITED WARRANTY

A. Residential Installations: This warranty applies to heating and air conditioning units installed in residences not occupied by the owner and covers defects in material and workmanship that appear under normal use and maintenance. Warranty coverage begins on the "installation date". The installation date is one of two dates: (1) The installation date is the date that the unit is originally installed. (2) If the date the unit is originally installed cannot be verified, the installation date is three months after the manufacture date. Registration is not required to obtain warranty coverage, but registration entitles the owner to the Registered Additional Term Warranty described in the following paragraph, If the unit is not registered, the warranty lasts for a period up to 5 YEARS (the "Initial Term Warranty").

B. Commercial Installations: This warranty applies to heating and air conditioning units installed in buildings other than residences and covers defects in materials and workmanship that appear under normal use and maintenance. Warranty coverage begins on the "installation date". The installation date is one of two dates: (1) The installation date is the date that the unit is originally installed (2) If the date the unit is originally installed cannot be verified, the installation date is three months after the manufacture date. The warranty lasts for a period up to 5 YEARS.

2.6.5 EXTENDED WARRANTY –

A. Residential Installations: If the unit is properly registered online within 60 days after the installation date, an additional warranty (the "Registered Additional Term Warranty") is provided and lasts for as long as the original registered owner ("registered owner") owns the residence in which the unit was originally installed, for a period up to 12 YEARS after the installation date. The limitation of Registered Additional Term Warranty coverage to the original registered owner does not apply to any owner of a one, two, three, or four-family residence, or a residential unit in a multiunit structure in which title to an individual residential unit is transferred to the owner of the residential unit under a condominium or cooperative system, located in Texas.

2.6.6 INSTALLATION REQUIREMENTS

Installation must comply with installation manual. It is required that the system be installed by a contractor/dealer who has been through manufacturer's training programs.

2,6.7 The system performance shall be in accordance with AHRI 210/240 test conditions as shown on the contract documents.

The cooling performance is based on 80°F DB / 67°F WB for the indoor unit and 95°F DB / 75°F WB for the outdoor unit and 25 feet of piping. The heating performance is based on 70°F DB / 60°F WB for the indoor unit and 47°F DB / 43°F WB for the outdoor unit and 25 feet of piping.

2.6.8 The operating range in cooling will be 14°F DB ~ 114.8°F DB.

2.6.9 The operating range in heating will be 5°F WB ~ 60°F WB

2.6.10 OUTDOOR UNIT

The outdoor unit shall be specifically matched to corresponding indoor units while not exceeding maximum connected capacity. The outdoor unit shall be completely factory assembled and pre-wired with all necessary electronic and refrigerant controls. The outdoor unit shall be controlled by a microprocessor and dedicated EEV's shall be provided for capacity control during part load of the indoor unit.

A. Unit Cabinet:

1. The outdoor unit shall be completely weatherproof and corrosion resistant. The unit shall be constructed from rust-proof mild steel panels coated with a baked enamel finish.

2. The outdoor unit will come furnished with four (4) mounting feet, mounted across the base pan, to allow bolting to a cement pad or optionally supplied mounting bracket.

3. The assembly will be able to withstand a maximum rated wind pressure of 119psf Lateral, 93psf Uplift. See document TER-20-34269.

B. Fan:

1. The fan shall be a direct drive, propeller type fan.

2. The motor shall be inverter driven, permanently lubricated type bearings, inherent.

3. The fan shall be capable of operating in “Quiet Operation” which lowers the outdoor fan speed in either COOL, HEAT, or AUTO modes.

4. A fan guard is provided on the outdoor unit to prevent contact with fan operation.

5. Airflow shall be horizontal discharge.

C. Coil:

1. The outdoor coil shall be nonferrous construction with corrugated fin tube.

2. The fins are to be covered with an anti-corrosion acrylic resin and hydrophilic film type E1, rated for up to 1000 hours salt spray.

3. Refrigerant flow from the condenser will be controlled via a metering device.

4. Intelligent defrost will start automatically to remove any frost from the outdoor unit allowing the system to maintain heating capacity. Additionally, the unit will review previous cycle and adjust defrost mode start time and duration.

D. Compressor:

1. The outdoor compressor shall be a patented, variable speed swing inverter-driven compressor. The one piece action reduces noise, extends life, boasts higher efficiency and reduces energy consumption.

2. The outdoor unit shall have an accumulator and four-way reversing valve.

3. PVE Refrigerant Oil shall be used to provide improved lubrication & better chemical stability, and no hydrolysis, leading to higher product reliability.

4. The compressor shall have an internal thermal overload.

5. The outdoor unit can operate with a maximum refrigerant piping of 230 feet (maximum 98 feet per indoor unit), with 49 feet maximum vertical difference between indoor unit and outdoor unit (maximum 24 feet

between indoor units), without any oil traps, BP boxes, or additional components.

6. The compressor shall have a quick-warming function to prevent pumping liquid refrigerant in low-ambient conditions.

E. Electrical:

1. The electrical power requirement is 208-230 volt, 1-phase, and 60 Hz power.

2. The voltage range limitations shall be a minimum of 187 volts and a maximum of 253 volts.

F. Sound:

1. Outdoor unit sound levels shall not exceed – 57 dB(A):

*values are measured approximately 3 feet away with JIS standard operating conditions.

2. Outdoor unit shall be equipped with optional Night Quiet Mode for COOL operation. Night Quiet reduces the operation noise during night-time hours and is engaged via dipswitch setting during installation.

i. Night Quiet mode shall be activated when temperature drops 10.8°F or more below the highest temperature recorded that day. Function will be cancelled when the temperature difference between the current outdoor temperature and the maximum outdoor temperature becomes less than 7.2°F.

2.6.12 SYSTEM DIAGNOSTICS

The system shall be capable of producing 2-digit fault codes:

A. Controls – compatibility varies by indoor unit model.

1. I/R controller

2. Wired Controller

3. Wi-fi module

B. The system shall be capable of being connected to software for error codes: The software has the ability to display error codes and values for every sensor on the system through the outdoor unit. The sensor data points shall be graphed or recorded for export to a spreadsheet. The spreadsheet can then be analyzed to troubleshoot operational issues or acknowledge proper operation.

2.7 WALL-MOUNTED FAN COIL UNITS

2.7.1 SECTION INCLUDES

- Wall-mounted, direct expansion (DX) fan coil units.
- Microprocessor-based controls and infrastructure.

2.7.2 REFERENCES

- AHRI 210/240 - Performance Rating of Unitary Air-Conditioning & Air-Source Heat Pump Equipment.
- AHRI 1230 - Performance Rating of Variable Refrigerant Flow (VRF) Multi-Split Air-Conditioning and Heat Pump Equipment.
- ANSI/ASHRAE 15 - Safety Standard for Refrigeration Systems.
- UL 1995 - Heating and Cooling Equipment.

2.7.3 SUBMITTALS

- Product Data: Submit manufacturer's specifications, detailed technical data, and installation instructions.
- Shop Drawings: Include layout drawings showing dimensions, clearance requirements, electrical schematics, and piping connections.
- Operation and Maintenance (O&M) Data: Provide manuals detailing routine maintenance, troubleshooting, and replacement parts lists.

2.7.4 QUALITY ASSURANCE

- The unit shall be tested and rated in accordance with AHRI standards and bear the AHRI label.
- The unit shall be listed by Intertek (ETL) or Underwriters Laboratories (UL) and comply with safety standards.

2.7.5 MANUFACTURERS

- Acceptable Manufacturer: Daikin Comfort Technologies (Basis of Design).
- Requests for substitutions must be submitted and approved in writing by the Engineer at least 10 days prior to bid. Complete submittal data shall be provided for this specific project, along with request for substitution.

2.7.6 UNIT CASING & CHASSIS

- Material: The casing shall be constructed of zinc-coated, heavy-gauge galvanized steel plate, finished with an electrostatically applied, high-grade synthetic resin baked enamel.
- Aesthetics: The visible exterior panel shall be an off-white, impact-resistant polystyrene plastic with a smooth, modern architectural profile.
- Mounting: The unit shall be provided with a robust galvanized steel mounting plate capable of securing the unit firmly to a vertical wall surface.

2.7.7 FAN & MOTOR ASSEMBLY

- Fan Type: Direct-drive, cross-flow fan dynamically balanced for ultra-quiet operation.
- Motor Type: The fan motor shall be a High-Efficiency DC Brushless Motor (BLDC) or Electronically Commutated Motor (ECM).
- Speed Control: Motor shall feature five (5) selectable manual speeds, plus "Auto" and "Quiet" modes, configurable via the remote controller.

2.7.8 COIL ASSEMBLY

- Construction: The heat exchanger coil shall be constructed of seamless copper tubes mechanically bonded to aluminum fins.
- Fin Treatment: Fins shall be factory-treated with a hydrophilic resin coating (Blue Fin or equivalent) to resist corrosion and optimize condensate drainage.
- Refrigerant Control: The unit shall include an integral Electronic Expansion Valve (EEV) to precisely modulate refrigerant flow based on load demands.

2.7.9 FILTRATION

- Standard Filter: Equipped with a washable, mildew-resistant resin net filter accessible from the front panel without tools.

2.7.8 ELECTRICAL REQUIREMENTS

- Power Supply: The unit shall operate on 208/230V, 1-Phase, 60Hz power. The power for the indoor unit shall come from the outdoor unit.

- Transmission: Control and communication wiring between the indoor fan coil and the multiport outdoor unit/branch box shall consist of a 14 AWG, 4-conductor stranded copper wire with ground, providing both power and data signaling.

2.7.9 CONTROL SYSTEM

- Local Control: The unit shall be compatible with Wired Remote Controllers or Wireless Handheld Controllers, as outlined on the schedule or shown on the contract documents.

- Functionality: Controls must support Auto-Restart after power failure, Weekly Schedule programming, Error Code diagnostic display, and Louver angle adjustment (Auto-Swing).

2.7.10 INSTALLATION

- Install wall-mounted indoor units in strict accordance with the manufacturer's written installation manuals and architectural clearances.

- Ensure the mounting plate is perfectly level to prevent improper condensate drainage.

2.7.11 PIPING CONNECTIONS

- Refrigerant lines must be brazed using a nitrogen purge to prevent oxidation within the copper lines.

- Insulate both the liquid and suction lines independently with minimum 1/2-inch closed-cell foam insulation.

- Condensate drain lines shall be pitched downward at a minimum slope of 1/4-inch per foot.

- If scheduled, a condensate pump shall be furnished and installed.

2.7.12 FIELD QUALITY CONTROL

- Pressure Test: Perform a system pressure test using dry nitrogen at 550 psig for a minimum of 24 hours prior to charging.
- Evacuation: Evacuate the system to a minimum of 500 microns and hold for 1 hour without rising.

END OF SECTION

SECTION 15600 - INSULATION

PART 1 - GENERAL

1.1 GENERAL:

Refer to Section 15010 for General Requirements for mechanical work.

1.2 SCOPE OF WORK:

The Contractor shall cover all piping and apparatuses, as specified below, with insulation as manufactured by Johns-Manville, Owens-Corning or equal. All insulation, jacket, facing and adhesive shall have composite ratings not exceeding flame spread of 25 and smoke development of 50.

PART 2 - PRODUCTS (SUBMITTAL REQUIRED)

2.1 DUCTWORK:

All supply air and return air ductwork shall be insulated with 3" thick, three quarter pound per cubic foot minimum density fiberglass blanket insulation and have type FRK foil reinforced kraft vapor barrier jacket. Insulation shall be wrapped tightly on the ductwork with all circumferential joints butted and longitudinal joints overlapped a minimum of 2". Adhere insulation to metal with 4" strips of insulation bonding adhesive at 8" on centers. On longitudinal joints, the overlap shall be secured using 9/16" flared door staples applied 6" on centers and taped with minimum 3" wide foil reinforced kraft tape. All pin penetrations or punctures in facing shall be taped. Tape all circumferential joints with 4" wide foil reinforced kraft tape. Refer to Section 15150 for ductwork with internal lining.

2.2 CONDENSATE DRAIN PIPING:

Condensate drain piping from air conditioning units to condensate pump shall be insulated with 1/2" thick molded fiberglass with an all purpose white vapor barrier jacket with flap. Furnish rigid factory fitting covers.

2.3 REFRIGERANT PIPING:

Refrigerant piping shall be insulated with 3/4" Armaflex (or Insul-Tube) elastometric insulation (suction).

PART 3- EXECUTION

3.1 PROCEDURES:

3.1.1 All insulation shall be the product of reputable manufacturers and shall be applied by mechanics skilled in the use of various materials and in the employ of a concern regularly engaged in the insulating business. The materials shall all be applied in accordance with the published standards of the manufacturer of the materials, using any special materials as required by these specifications and by those published standards. Unsightly work shall be just cause for rejection.

3.1.2 Engage the services of a qualified insulation applicator to furnish and install all the insulation required for the mechanical equipment, piping, etc., specified herein.

3.1.3 All surfaces to be insulated shall be clean and dry before applying insulation.

3.1.4 Refer to Section 15010, for flame spread properties of insulating materials.

3.1.5 Where vapor barriers are required, the vapor barrier shall be on the outside. Extreme care shall be taken that the vapor barrier is unbroken. Joints, etc., shall all be sealed. Where insulation with a vapor barrier terminates, it shall be sealed off with the vapor barrier being continuous to the surface being insulated. Ends shall not be left raw.

3.1.6 All Armaflex (or Insul-Tube) elastometric insulation exposed to the weather shall be coated with a weatherproof finish recommended by the manufacturer.

3.1.7 Armaflex (or Insul-Tube) elastometric insulation shall be slid on unslit or shall be applied with contact cement. Duct tape, electrical tape, staples, etc., shall not be permitted.

END OF SECTION

SECTION 15800 - CLEANING AND TESTING

PART 1 - GENERAL

1.1 GENERAL:

1.1.1 Refer to Section 15010 for General Requirements for Mechanical Work.

1.2 SCOPE OF WORK:

1.2.1 This Contractor shall, at his own expense, make such tests of his work as are herein specified in accordance with all laws, governing authorities, or as are required by Architect or by state or municipal authorities having jurisdiction and under their supervision. Any leaks, defects or deficiencies discovered as a result of the tests shall be immediately repaired or made good and test shall be repeated until the test requirements are fully complied with. No caulking of pipe joints to remedy leaks will be permitted. Any damage caused by testing shall be repaired at this contractor's expense.

1.2.2 No work of any nature shall be covered, enclosed or otherwise concealed until properly inspected, tested and approved.

1.2.3 Each system with its various components shall be operated by this Contractor for a reasonable length of time to demonstrate the performance of all equipment and piping in accordance with the true intent and purpose of the plans and specifications. All necessary adjustments shall be made to the satisfaction of the Architect.

1.2.4 All motor driven equipment shall be demonstrated as operable in accordance with the intent of these specifications.

1.2.5 All electrical power and water for testing shall be provided by the General Contractor.

PART 2 - PRODUCTS

N/A

PART 3 - EXECUTION

3.1 TESTING AND ADJUSTING:

Heating, Ventilating and Air Conditioning Systems: The new air conditioning, heating and ventilating systems shall be operated separately, or in conjunction with the others for a period of time to demonstrate to the satisfaction of the Architect the ability of the equipment to meet the capacity and performance requirements while maintaining design conditions in accordance with the true intent and purpose of these specifications. Heating

and cooling capacities and performance for every system shall be checked in the winter and summer, respectively. Any adjustments and/or startup required shall be done at no additional cost to the Owner. Any adjustments done during one season shall not affect capacities and performance during the other season. This Contractor shall have set all valves, dampers, motors, controllers, thermostats, etc., and shall have the system operating and maintaining design temperatures, humidity and air circulation throughout all areas of the building. This Contractor shall also at the proper time make such additional adjustments as may be required to obtain consistent temperatures throughout the project.

3.2 NOISE LEVEL:

3.2.1 All items of equipment shown on the plans and specified herein have been selected so that the anticipated noise level in the building from the air conditioning and other systems will not be above 35NC level.

3.2.2 If the contractor wishes to make substitution of equipment from that selected, he must satisfy himself and the Engineer that the noise level in the building will not exceed 35NC.

END OF SECTION

DIVISION 16 - ELECTRICAL

SECTION 16010: GENERAL PROVISIONS

PART 1 - GENERAL

1.01 SCOPE:

Furnish all labor, materials, equipment, etc., required for a complete installation of the electrical work.

1.02 REFERENCE STANDARDS:

1.02.1 All work shall be performed in strict accordance with the latest editions of the applicable state, national and local ordinances and building codes and in accordance with the National Electric Code.

1.02.2 Refer to each section for applicable codes and reference standards.

1.03 FEES, PERMITS AND TAXES:

This contractor shall obtain all permits, inspection fees, connection fees, and approvals applicable to his trade as required by local authorities. The contractor shall be responsible for the payment of all such permits, inspection fees, connection fees, and approvals. The contractor shall also pay all taxes levied for labor and materials associated with work under this Division.

1.04 QUALITY ASSURANCE:

1.04.1 This contractor shall use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Division.

1.04.2 In the event of conflict between or among specified requirements and pertinent regulations and/or codes, the more stringent requirement will govern when so directed by the Engineer.

1.04.3 All work required by the NFPA 70 (NEC) and/or local codes shall be done whether or not specifically shown or indicated on the plans or in these specifications at no extra cost, unless shown or indicated using more stringent requirements.

1.05 SUBMITTALS:

1.05.1 Comply with pertinent provisions of the General Conditions.
1.05.2 Product data: Within 35 calendar days after the contractor has received the Owner's Notice to Proceed, submit:

A. Materials list of items proposed to be provided under this Division;
B. Manufacturer's specifications, catalog cuts, and other data to prove compliance with the specified requirements;
C. Shop drawings and other data as required to indicate method of installing and attaching equipment.

1.05.3 These specifications and drawings are intended to indicate a standard of quality for materials and equipment by the listing of manufacturer's names and catalog numbers and/or referenced standards. It is the responsibility of the contractor and/or supplier to prove equality for any substitutions.

1.05.4 Deviations between the plans and specifications and the materials and equipment submitted shall be pointed out to the Engineer in writing.

1.05.5 Provide five (5) copies of all submittal data and shop drawings.

1.05.6 The Engineer's review of the submittal data and shop drawings shall not relieve the contractor of responsibility for deviations from the contract drawings or specifications.

1.05.7 The size of the electrical equipment shown on the drawings is based on the dimensions of a particular manufacturer. It shall be the responsibility of the contractor to determine if his proposed equipment will fit in the space.

1.06 OPERATING AND MAINTENANCE INSTRUCTIONS:

1.06.1 Provide two (2) copies of operating and maintenance manuals. Manuals shall be bound in large ring loose-leaf binders.

1.07 WARRANTY:

This contractor shall warrant all workmanship, material, equipment systems, etc., provided by him for a period of one year after substantial completion of the project. This warranty means that this contractor shall make good to the Owner, at no cost, any defects that become apparent during the year following substantial completion. This warranty is in addition to any other guarantees or warranties and is not intended to limit such other guarantees or warranties.

1.08 DEFINITIONS:

The following words and phrases as used herein are hereby defined:

1.08.1 "provide": Furnish and install all material, equipment, and labor required for a complete installation ready for operation in accordance with the intent of the Contract Documents.
1.08.2 "as required": Provide the necessary work, material, and equipment in accordance with manufacturer's installation instructions and applicable codes and regulations with proper industry standard workmanship.

1.08.3 "or equal": Contractor may substitute equipment and materials by another manufacturer if the salient features of the equipment in the judgment of the engineer are adequate. Submittals for approval are required.

1.08.4 "contractor": Contractor engaged to execute the work under this division of the specifications only, even though he may be technically described as a sub-contractor.

1.08.5 "intent of the Contract Documents": The specific intent of these documents is to provide to the Owner, in a thoroughly functional condition, all the various systems, equipment, etc., indicated herein. Final authority over interpretation of the "intent" shall rest with the Engineer.

1.08.6 "shall": Indicates a mandatory requirement.

1.09 INSPECTION OF THE SITE:

The drawings are prepared from the best information available and reflect all conditions commensurate with this information. However, the contractor should visit the site, verify the locations, sizes, depths, pressures, etc., of all existing utilities and become familiar with working conditions, hazards, existing grades, soil conditions, obstructions, local requirements involved, etc. All proposals shall take these existing conditions and any revisions required into consideration. Notify the Engineer in writing of any existing site conditions that will impair the proper operation of the utilities.

1.10 CONSTRUCTION SAFETY:

This contractor shall assume all responsibility regarding the safety of his personnel on the project during construction. The Contract Documents do not include materials, procedures, components, etc., required to insure construction safety.

1.11 CONSTRUCTION REQUIREMENTS & COORDINATION OF WORK:

1.11.1 The electrical drawings show the general arrangement of conduit, equipment, and appurtenances. The electrical drawings and specifications shall be compared with the

drawings and specifications for other trades and existing conditions. The contractor shall report any discrepancies in writing to the Architect. **The contractor shall be responsible for all work required by his discipline and shall review all construction documents including but not limited to Architecural plans and specifications, Electrical Power and Lighting plans and specifications, Mechanical and Plumbing plans and specifications and all Addenda.**

1.11.2 The drawings do not give exact details of elevations or exact locations of piping,conduit, equipment, fixtures, and ductwork to scale. Elevations shall be handled by giving precedence to that which requires a stated grade for proper operation. Minor relocations necessitated by site conditions or directed by the Owner shall be made without additional cost to the Owner.

1.11.3 The electrical work shall be installed in cooperation with other trades such that the work of the several trades may progress in the most direct, workmanlike, and harmonious manner.

1.11.4 The contractor shall be responsible for his material and equipment fitting into the building and shall conform to the details of the installation as recommended by the manufacturers of the material and equipment. Provide all necessary pilot lines, control lines, and other such lines and devices for equipment and fixtures as required whether indicated on the drawings or not. Equipment and fixtures shall be installed in such manner to make parts requiring service and maintenance readily accessible.

1.11.5 The contractor shall be responsible for the proper location and size of slots, holes and openings in the building structure pertaining to his work, and for the correct location of pipe sleeves.

1.11.6 All conduit in exposed areas and unfinished spaces shall be run as high as possible and shall be installed paralled to the building planes. Conduit in finished areas shall be run concealed unless noted otherwise. Any discrepancies resulting from exposed conduit in finished areas shall be reported in writing to the Architect.

1.11.7 Equipment and fixtures shall be located and installed to permit convenient and safe maintenance and future replacement, without disassembly.

1.11.8 For new construction, where required, place all inserts to accommodate the ultimate installation of conduit hangers in the forms before concrete is poured and set sleeves in forms before construction. For existing construction, all required inserts shall be "drilled-in" and all openings required through concrete or masonry shall be "saw-cut" or "core drilled" with tools specifically designed for this purpose. Explosive or compression driven inserts shall only be allowed for use as approved by SMACNA and the manu-facturer of these devices.

1.11.9 All conduit shall be cut accurately to measurements established at the building and shall be worked into place without springing or forcing.

1.12 DAMAGE:

1.12.1 This Contractor shall be responsible for damage to project caused by this Contractor's failure to recognize hazards associated with items such as leaks, scheduling of work, inexperienced workmen, excessive cutting, etc.

1.12.2 This Contractor shall repair, at no expense to the Owner, any such damage.

1.12.3 This Contractor shall familiarize himself with working conditions to the extent that he shall be responsible for damage to concealed piping, wiring and other equipment to remain and shall repair any damage caused by his negligence at no cost to the Owner.

1.13 MANUFACTURERS' DIRECTIONS:

The manufacturers' published directions shall be strictly followed in the delivery, storage, protection, installation, piping and wiring of all equipment and material. The Contractor shall promptly notify the Architect in writing of any conflict between the requirements of the contract documents and the manufacturers' directions and shall obtain the Architect's instructions before proceeding with the work. Any such work performed that does not comply with the manufacturers' directions shall have deficiencies corrected at no cost to the Owner.

PART 2 - PRODUCTS

Not applicable.

PART 3 - EXECUTION

3.1 WORKMANSHIP:

3.1.1 All work shall be done by experienced craftsmen skilled in the applicable trade.

3.1.2 Sloppy work shall be rejected and corrected at no additional expense.

3.2 PROTECTION OF EQUIPMENT:

The Contractor shall continuously maintain adequate protection of stored materials and installed equipment. Fixtures and equipment, whether located inside or outside, shall be tightly covered and protected against dirt, rust, moisture and abuse from other trades. Adequate air circulation shall be provided under any protective sheet to prevent condensate build up. Materials and equipment shall not be stored directly on the ground. Piping and equipment shall not be used by other trades as supports for scaffolds or

personnel. At the completion of the work, equipment, fixtures, exposed supports and piping shall be cleaned of loose dirt, construction debris, overspray, etc., to the satisfaction of the Engineer. Repairs made necessary by damage shall be paid for by the Contractor.

3.3 PROTECTION OF STRUCTURE:

Each Contractor in performing his work shall take particular care not to damage the structure. All finished floors and step treads shall be covered to prevent any damage by workmen or their tools and equipment during the construction of the building. In addition, each Contractor shall protect any materials on the job site whether a part of this contract or the property of another Contractor.

3.4 CONFLICTS, INTERFERENCES AND COORDINATION BETWEEN TRADES:

3.4.1 The electrical plans are intended to indicate the extent of work only diagrammatically, and the general character and location of the work included.

3.4.2 Where other Contractors furnish items requiring connections by this Contractor, they will be held responsible for providing roughing-in drawings and assistance upon request.

3.4.3 Piping interference shall be handled by giving precedence to pipe lines which require a stated grade for proper operation.

3.4.4 In the event of conflicts between specifications and drawings, drawings shall take precedence over specifications except in matters pertaining to quality, applications, and coordination between trades, which shall be governed by specifications.

3.4.5 In the event of conflict between codes, as interpreted by the authority having jurisdiction and the contract documents, the codes shall govern.

3.4.6 In the event of conflict between manufacturer's installation instructions and the drawings, the Engineer shall be notified and a decision rendered as to which instruction shall govern.

3.5 CUTTING AND PATCHING:

All cutting incidental to the work in this section such as installation of sleeves, piping, equipment, etc., shall be coordinated with the General Contractor. Cutting and patching shall be performed by this Contractor. This Contractor shall not cut any structural element or any finished work without permission from the Engineer.

3.6 PAINTING:

3.6.1 All painting except "touch-up" shall be provided by the Owner, unless noted otherwise. All exposed piping, equipment, etc., shall be left clean and free form rust or grease and ready for the painter.

3.6.2 Where equipment finishes are damaged, this Contractor shall obtain matching color touch-up paint from the equipment's manufacturer and paint as required.

3.7 CLEAN-UP:

It shall be the responsibility of each trade to cooperate fully with the other trades on the job to help keep the job site in a clean and safe condition. At the end of each day's work, each trade shall properly store all of his tools, equipment, any surplus materials and clean up debris caused by his portion of the work.

3.8 FINAL OBSERVATIONS:

3.8.1 It shall be the responsibility of the Contractor to make a careful inspection trip of the entire project, assuring himself that the work on the project is ready for final acceptance, before calling upon the Engineer to make a final observation.

3.8.2 In order not to delay final acceptance of the work, the Contractor shall have all necessary bonds, guarantees, receipts, affidavits, etc., called for in the various articles of this specification, prepared and signed in advance, and together with a letter of transmittal listing each paper included, and shall deliver the same to the Engineer at or before the time of the final observations. The Contractor is cautioned to check over each bond, receipt, etc., before preparing same for submission to see that the items check with the requirements of the specification.

3.9 CHANGE ORDERS:

Any change requests shall be accompanied with detailed itemized cost break downs of all material and equipment and labor for all disciplines involved. Material and equipment costs shall be accompanied with vendor quotes specific to the change request. In addition to the material, equipment, and labor breakdowns, each contractor's overhead and profit breakdowns shall be provided.

3.10 AS-BUILT DRAWINGS:

Each contractor and subcontractor shall maintain one (1) set of prints on the job, indicating any and all changes made during construction. At the completion of the project, this set shall be turned over to the Engineer, including revised control and wiring diagrams.

3.11 ASBESTOS POLICY:

It is the intent of the engineer that no asbestos or asbestos containing materials be used on this project. No asbestos material has been knowingly included in the construction requirements.

3.12 EQUIPMENT CONNECTIONS:

Provide all required electrical service to all equipment items furnished under other sections of these specifications or by the owner, make final connections, and leave equipment ready for operation. This Contractor shall coordinate with any affected trade to assure correct operation of the equipment item, i.e., phase rotation, switching, control location and accessibility.

3.13 CONTROL AND INTERLOCK WIRING:

3.13.1 The Electrical Subcontractor shall determine the requirements of the temperature controls/automatic controls/energy management/control power wiring from the Mechanical Subcontractor and provide all required wiring.

3.13.2 Electrical Subcontractor shall install all starters, pilot lights, switches, control devices, etc. furnished under other sections of these specifications not already integrally mounted with their associated equipment.

3.14 TESTS:

All circuit and operational tests of the electrical systems shall be made by this Contractor and repeated until approved by the Engineer. Conduit systems shall not be covered or otherwise concealed until inspections have been made and approvals obtained from the Engineer. Notify the engineer four days prior to tests to allow for scheduling.

END OF SECTION

SECTION 16050: BASIC MATERIALS AND METHODS

PART 1 - GENERAL:

1.1 REFERENCED STANDARDS

NFPA 70 - National Electrical Code
NFPA 101 - Life Safety Code

PART 2 - PRODUCTS

2.1 CONDUITS (SUBMITTAL REQUIRED):

2.1.1 All wiring shall be in conduit.

2.1.2 Rigid metal conduit or intermediate metal conduit shall be galvanized steel and shall be used for applications underground, under slab, underfloor, or "cast-in" concrete, or exposed on the exterior. Connectors and couplings shall be threaded type only.

2.1.3 Electrical metallic tubing (EMT) shall be galvanized steel and shall be used for all concealed or exposed work above the floor unless noted otherwise. Connectors and couplings shall be compression type. No set screw fittings shall be allowed.

2.1.4 Flexible metal conduit may be used for final connections to motors and transformers. Maximum length permitted is 72 inches. Use "liquid-tight" type for outdoor installations.

2.1.5 Non-metallic sheathed cable, in strict accordance with NFPA (NEC) 70, article 336, may be used for interior wiring in the living units.

2.2 CONDUCTORS (600 VOLTS AND LESS):

2.2.1 Provide complete electrical wiring as indicated and/or required to each piece of equipment, and wiring device, including feeders, sub-feeder, and circuits.

2.2.2 All wire sizes specified shall be in accordance with and designated by AWG (American Wire Gauge).

2.2.3 All conductors shall be copper.

2.2.4 Insulation for power conductors shall be type THW or THHN, rated 600 volts. Branch circuit conductor sizes #6 AWG and smaller may be type THW. Insulation shall be color coded as required by the N.E.C. and as specified below.

2.2.5 Color coding of conductor insulation shall be uniform throughout the project, in accordance with the following tables.

	120/240volts
Phase A	Black
Phase B	Red
Neutral	White
Ground	Green

No other colors may be used for branch circuits. Main feeders may be taped or painted at panelboard terminations. From left to right, the first bus in each panel shall be phase "A", middle "B" , and right bus "C".

2.2.6 Unless otherwise noted, all sizes are based on copper conductors and the insulation types indicated. Sizes shall be not less than indicated. Branch-circuit conductors shall be not smaller than No. 12 AWG. Conductors for branch circuits of 120 volts more than 60 feet long from panel to load center, shall be no smaller than No. 10 AWG. Class 1 remote control and signal circuit conductors shall be not less than No. 14 AWG. Class 2 remote control and signal circuit conductors shall be not less than No. 16 AWG. Class 3 low-energy, remote-control and signal circuits shall be not less than No. 22 AWG.

2.2.7 Low-voltage cable splices and terminations shall be rated at not less than 600 Volts. Splices in conductors No. 10 AWG and smaller shall be made with an insulated, solderless, pressure type connector, conforming to the applicable requirements of UL486A. Splices in conductors No. 8 AWG and larger shall be made with noninsulated, solderless, pressure type connector, conforming to the applicable requirements of UL 486A and UL 486B. Splices shall then be covered with an insulation and jacket material equivalent to the conductor insulation and jacket. Splices below grade or in wet locations shall be sealed type conforming to ANSI C119.1 or shall be waterproofed by a sealant-filled, thick wall, heat shrinkable, thermosetting tubing or by pouring a thermosetting resin into a mold that surrounds the joined conductors.

2.2.8 Terminations shall be in accordance with IEEE Std 48, Class 1 or Class 2; of the molded elastomer, wet-process porcelain, prestretched elastomer, heat-shrinkable elastomer, or taped type. Acceptable elastomers are track-resistant silicone rubber or track-resistant ethylene propylene compounds, such as ethylene propylene rubber or ethylene propylene diene monomer. Separable insulated connectors may be used for apparatus terminations, when such apparatus is provided with suitable bushings. Terminations shall be of the outdoor type, except that where installed inside outdoor equipment housings which are sealed against normal infiltration of moisture and outside air, indoor, Class 2 terminations are acceptable. Class 3 terminations are not acceptable. Terminations, where required, shall be provided with mounting brackets suitable for the

intended installation and with grounding provisions for the cable shielding, metallic sheath, and armor.

2.2.9 No exposed wiring, cables, or conductors shall be allowed in air plenums, air ducts, or other air-handling spaces.

2.3 DISCONNECT SWITCHES

2.3.1 Provide heavy-duty type switches at each location indicated on the drawings or required by code. Fused switches shall utilize Class R fuseholders and fuses, unless indicated otherwise. Switches serving as motor disconnect means shall be horsepower rated. Indoor switches for air handling unit fans shall be equal to Hubbel 1221. Outdoor switches for condensing unit shall be Square D Type FS, NEMA 3R.

2.4 TOGGLE SWITCHES:

2.4.1 Hubbel 1221, totally enclosed with bodies of thermosetting plastic and mounting strap. Handles shall be ivory. Wiring terminals shall be screw-type, side-wired. Switches shall be rated quiet-type AC only, 120/277 volts, with current rating and number of poles indicated.

2.4.2 Hubbel 1221, 1222, and 1223 shall be used for light fixtures, as required.

2.5 CIRCUIT BREAKERS:

2.5.1 All circuit breakers shall be of the same manufacturer and shall be of the required size for proper operation of the equipment protected.

2.5.2 Circuit breakers installed in individual motor circuits shall be sized at 125% of motor nameplate current or nameplate current rating for the next standard breaker size, unless otherwise indicated on the drawings or indicated in the manufacturer's instructions for the equipment in which the motor is used.

2.5.3 Provide FS W-C-375, UL 489, thermal magnetic-type with interrupting capacity of 10,000 minimum amperes rms symmetrical. Breaker terminals shall be UL listed as suitable for the type of conductor provided. Plug-in type circuit breakers are acceptable.

2.6 FUSES:

2.6.1 NEMA FU 1. Provide complete set of fuses for each fusible switch. Time-current characteristics curves of fuses or connected in series with circuit breakers shall be coordinated for proper operation. Submit coordination data for approval. Fuses shall have voltage rating not less than circuit vortage.

2.7 OUTLET AND JUNCTION BOXES:

2.7.1 Boxes for all receptacles and other outlets shall be metallic galvanized type per NEC Article 370.

2.7.2 Interior Sheet Metal Boxes larger than 12 inches in any dimension shall have a hinged cover.

2.7.3 Exterior boxes and wet location installations shall be cast aluminum with threaded hubs and gasketed covers, UL listed as rain-tight.

2.7.4 Boxes shall be sized and configured as required for the intended service and shall be in strict accordance with NEC. Exact locations of boxes shall be field verified before doing any work. Provide extensions, supports, accessories, gaskets for weatherproof types, rated as required for particular locations such as fire partitions, etc. for a complete installation.

2.7.5 Exposed surface mounted electrical boxes shall be U.L. Listed heavy-duty die-cast aluminum equal to Mulberry, powder coated paint finish (color by Architect), no exposed mounting screws, conduit connections only for those being used (threaded closure plugs in connections not used), stainless steel cover plate, suitable for wet locations.

2.8 DEVICE PLATES:

Provide UL listed, one-piece device plates for outlets to suit the devices installed. For metal outlets, plates on unfinished walls shall be of zinc-coated sheet steel or cast metal having round or beveled edges. For nonmetallic boxes and fittings, other suitable plates may be provided. Plates on finished walls shall be urea or phenolic, minimum 0.10-inch wall thickness. Plates shall be same color as receptacle or toggle switch with which they are mounted. Screws shall be machine-type with countersunk heads in color to match finish of plate. Sectional type devices plates will not be permitted. Plates installed in wet locations shall be gasketed and UL listed for “wet locations”.

2.9 RECEPTACLES:

2.9.1 Provide general grade, heavy-duty, ivory colored grounding-type receptacles. Ratings and configurations shall be as indicated. Dimensional requirements shall be per NEMA WD 6. Provide screw-type, side-wired wiring terminals. Connect grounding pole to mounting strap.

2.9.2 Weatherproof receptacles shall have cast metal box with gasketed, weatherproof,

cast-metal cover plate and gasketed cap over each receptacle opening. Provide caps with spring-hinged flap. Provide UL listed receptacle in "wet locations" with covers equal to Mulberry # 30919 or #30920 polycarbonite, NEMA 3R.

2.9.3 Ground-fault circuit interrupter (GFCI) receptacles shall be UL 943, duplex for mounting in standard outlet box. Device shall be capable of detecting current leak of 6 milliamperes or greater and tripping per requirements of UL 943 for Class A GFCI devices.

2.9.4 **All indoor 120 volt receptacles shall be duplex tamper resistant and arc fault protected.**

2.9.5 Plugs shall be heavy-duty, rubber-covered 4-wire cord of required size. Plugs shall be UL listed with receptacles, complete with grounding blades. Where equipment is not available, turn over plugs and cord assemblies to the Owner.

2.10 GROUNDING:

2.10.1 Electrical grounding shall conform to article 250 of the latest edition of N.E.C. Neutral conductors, cable shields and sheaths, metallic conduits, junction box enclosures and all conductive non-current carrying parts of equipment shall be grounded.

2.10.2 After installing the grounding system, but before permanent electrical circuitry has been energized, tests shall be performed for continuity, to determine that resistance to ground is within acceptable limits, and to demonstrate compliance with requirements.

2.10.3 A green equipment grounding conductor, sized in accordance with NFPA 70 shall be provided, regardless of the type of conduit. Equipment grounding bars shall be provided in all panelboards. The equipment grounding conductor shall be carried back to the service entrance grounding connection or separately derived grounding connection. All equipment grounding conductors, including metallic raceway systems used as such, shall be bonded or joined together in each wiring box or equipment enclosure. Metallic raceways and grounding conductors shall be checked to assure that they are wired or bonded into a common junction. Metallic boxes and enclosures, if used, shall also be bonded to these grounding conductors by an approved means per NFPA 70. When boxes for receptacles, switches, or other utilization devices are installed, any designated grounding terminal on these devices shall also be bonded to the equipment grounding conductor junction with a short jumper.

PART 3 - EXECUTION

3.1 CONDUITS:

3.1.1 Conduits shall be installed neatly racked, routed parallel or perpendicular to

building lines, securely attached and supported. Installation shall conform with applicable sections of N.E.C. Article 345 through 351.

3.2 WIRES AND CABLES:

3.2.1 All splices, taps, connections, terminations, etc., shall be made with appropriate connectors in a workmanlike manner in accessible junction box and in compliance with the N.E.C.

3.2.2 All home runs shall be #12 or larger as indicated. Provide #10 where home runs exceed 60 feet in length.

3.2.3 Splices for any combination of stranded and/or solid copper wire up to 3#8 or 2#6 shall be made with solderless electrical spring connectors (Scotchlok) type. Splices for larger wire shall be solderless compression indention type properly taped.

3.2.4 All circuits with multiple loads shall be wired in a parallel configuration unless otherwise noted.

3.2.5 Provide suitable split-wedge cable supporting devices in each conduit riser, as required to properly support vertical cables.

3.2.6 Boxes shall be provided in the wiring or raceway systems where required by NFPA 70 for pulling of wires, making connections, and mounting of devices or fixtures. Pull boxes shall be furnished with screw-fastened covers. Indicated elevations are approximate. Unless otherwise indicated, boxes for wall switches shall be mounted 48 inches above finished floors. Switch and outlet boxes located on opposite sides of fire rated walls shall be separated by a minimum horizontal distance of 24 inches. The total combined area of all box openings in fire rated walls shall not exceed 100 square inches per 100 square feet. Maximum box areas for individual boxes in fire rated walls vary with the manufacturer and shall not exceed the maximum specified for that box in UL Elec Const Dir. Only boxes listed in UL Elec Const Dir shall be used in fire rated walls. Contractor shall verify exact locations of all switch boxes for lighting and boxes for power, data, and other outlets with the Owner and Architect before doing any work.

3.3 ELECTRICAL DEVICES:

3.3.1 Install wall switches with OFF position down.

3.3.2 Install devices and wall plates flush and level.

3.3.3 Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface-mounted outlets.

3.4 MOUNTING HEIGHTS:

Wiring devices, and other equipment shall, unless noted otherwise, be mounted as follows:

Receptacles: 18" above finished floor or 6" above working surface unless noted otherwise.

Thermostats: 4'-0" above finished floor.

3.5 IDENTIFICATION AND NAMEPLATES:

3.5.1 Provide engraved, laminated bakelite (white letters on black surface) nameplates screwed to each piece of electrical distribution equipment.

3.5.2 Provide typed directories for panelboard branch circuit identification. Identify each circuit breaker as to the exact room numbers or area served and the type of circuit.

3.5.3 Provide warning label on appropriate electrical panels and equipment concerning the dangers of Arc Flash, per NEC.

END OF SECTION