



ADMINISTRATIVE and TECHNICAL PROJECT MANUAL

For

GROUND FLOOR UPGRADES AT ABBOTT, FRENCH & JOSEPHSON IFB # PH01SB1119

for the

HOUSING AUTHORITY
of the CITY of TRENTON
875 New Willow Street
Trenton, New Jersey 08638

JELANI GARRETT
Executive Director

AUGUST 2019

ARCHITECT

HABITECH ARCHITECTURE, LLC
TWELVE PINECREST DRIVE
MEDFORD, NEW JERSEY 08055
(609) 413 - 2566
Architecture • Building Systems • Planning

IMPORTANT NOTICES! Time is of the essence for this work. The deadlines are real, and it is not possible to change them. If this work is not completed on time, the Trenton Housing Authority's modernization effort will be subject to severe damage and handicaps, and may be subject to penalties and liability. **Contractors who do not have the resources or capabilities to perform this work within the time limitations stated in the "Project Summary" are strongly advised to not consider bidding this work !.** There are cash allowances and material and labor allowances required for this work. Please assure that these allowances have been included in the costs before submitting your bid.

Trenton Housing Authority INVITATION FOR BIDS

Ground Floor Upgrades at Abbott, French & Josephson

I. INTRODUCTION

The Housing Authority of the City of Trenton (Authority) will receive sealed bids for the Ground Floor Upgrades of the occupied apartment buildings located at the Abbott, French and Josephson developments in Trenton, NJ as per the technical specifications and drawings outlined in Section III of this Invitation for Bids (IFB). Generally, the work includes, but is not limited to, installing new LVT flooring and base, painting walls, replacing suspended ceiling tiles, rehabbing public restrooms and replacing select interior doors on the ground floors of three high-rise apartment buildings. Other minor incidental work is included.

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Authority no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the Authority unit or the award of a contract.

Sealed bids will be received until 10:00 a.m. prevailing time on **Tuesday, December 3, 2019** at the Authority offices, 875 New Willow Street, Trenton, New Jersey 08638, at which time all bids will be publicly opened and read aloud. **A pre-bid meeting shall be held on Thursday, November 21, 2019 at 10:00 a.m. at the same location. Pre bid meetings are not mandatory but are strongly suggested. Failure to attend does not relieve the bidder of any obligations or requirements.**

All permitting fees, if any, relating to the construction of this project will be paid for by the contractor with no expense to the Authority.

All bidders must be licensed to do business in the State of New Jersey and shall have the equipment, knowledge, capability and manpower to successfully and expertly perform the work as per the specifications contained herein.

The contractor must also demonstrate through references that they, or their principles assigned to the project, have successfully completed services similar to the technical specifications section of this (IFB). Please refer to the Bidder's or Sub-Contractors Qualifications pages (included herein) for required qualifications.

The contractor must submit bids in the manner set forth in the Bid Submission section of this IFB. All applicable documents must be submitted at the Bid Opening.

Contractor must be licensed and certified and insured as required by state and federal regulations.

FORM OF PROPOSAL – The documents required for submission as a bidder's proposal for this project are outlined in Section I of this document. **Submit all pages from this section only along with any other required documentation, certificates etc.**

INSTRUCTION TO BIDDERS – Instructions regarding the submission of this proposal and execution of this contract are outlined in Section II of this document.

SCOPE OF SERVICES - The scope of services including drawings and technical specifications are outlined in Section III of this bid document.

The Housing Authority of the City of Trenton
875 New Willow Street; Trenton, New Jersey 08638

PROJECT SUMMARY

PROJECT DESCRIPTION:

Generally, the work includes, but is not limited to, installing new LVT flooring and base, painting walls, replacing suspended ceiling tiles, rehabbing public restrooms and replacing select interior doors on the ground floors of three high-rise apartment buildings. Other minor incidental work is included.

<p>BID DUE DATE: TUESDAY DECEMBER 3, 2019 10:00 AM at Trenton Housing Authority</p>	<p>PLANS AVAILABLE: MONDAY NOVEMBER 11, 2019 10:00 AM at Trenton Housing Authority</p>	<p>CONTRACT DOCUMENT DEPOSIT: Available for download free http://www.tha-nj.org/procurement or \$75.00 \$25.00+ actual postage NON-Refundable deposit. Mailing charge</p>	
<p>CASH ALLOWANCE: \$1,500.00 at each building, \$4,500 total. Cash allowance to be included in the base bid.</p>	<p>PERMITS: All permit and inspections to be applied for and paid for (if fees are required) by the General Contractor</p>	<p>HOLD BID PRICE: 60 Calendar days after Bid Date</p>	<p>CONTRACT TIME: 120 Days Calendar days from NTP</p>
<p>LIQUIDATED DAMAGES: \$500.00 Per Calendar Day</p>	<p>MINORITY/SECTION 3: Specific Minority and Section Three participation mandatory - See specifications</p>	<p>GUARANTEE PERIOD: 365 Calendar Days from Substantial Completion</p>	<p>INSURANCES: Specific insurances required of the General Contractor and all subcontractors - See Specifications</p>
<p>PAYMENT and PERFORMANCE BOND AMOUNT: 100% % of total contract amount by a N.J. licensed Bonding Company</p>		<p>CONSENT OF SURETY: Required Required for Performance Bond with Bid Submission. Bonding Company must be licensed to do business in the State of New Jersey and listed in U.S. Treasury Circular 570.</p>	
<p>MAINTENANCE BOND AMOUNT: 10% % of total contract amount by N.J. licensed Bonding Company</p>		<p>NON-MANDATORY PREBID CONFERENCE: THURSDAY NOVEMBER 21, 2019 10:00 AM at Trenton Housing Authority</p>	<p>SITE INSPECTION: Not mandatory, but strongly recommended</p>
<p>BID BOND AMOUNT: 10% of the bid amount – not to exceed \$20,000 by certified check or guarantee by N.J. licensed Bonding Co per Circ. No 570</p>		<p>CONTRACT DOCUMENT DESCRIPTION: Contract documents consist of this set of specifications and a separately bound set of drawings and a form of proposal Consult drawing index for list of included drawings.</p>	
<p>BONDING: Bid Bond, Payment and Performance Bond, and Maintenance Bond shall be issued by a N.J. licensed Bonding Co. that is listed by the U.S. Federal Government in U.S. Treasury Circular No. 570.</p>			
<p>CONTRACTOR REGISTRATION: Contractors shall comply in all respects with the applicable provisions of the "New Jersey Public Works Contractor Registration Act". Information can be obtained from the Contractor Registration Unit, New Jersey Department of Labor, Division of Wage and Hour Compliance, Post Office Box 389, Trenton, New Jersey 08625-0389; Telephone: (609) 292-9464; Fax: (609) 633-8591; E-mail: contreg@dol.state.nj.us.</p>		<p>DISCLAIMER: Project Summary has been included for the convenience of the Bidder. Its inclusion in these specifications in no way, relieves the Bidder from having to review and conform to all portions of the specifications and drawings.</p>	<p>SAFETY: It is understood that the Contractor will be informed of and be required to adhere to all United States Dept. of Labor, OSHA and other applicable safety requirements during this work.</p>

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SECTION I FORM OF PROPOSAL

For

GROUND FLOOR UPGRADES AT ABBOTT, FRENCH & JOSEPHSON IFB # PH01SB1119

for the

**HOUSING AUTHORITY
of the CITY of TRENTON**
875 New Willow Street
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(609) 413 - 2566
Architecture • Building Systems • Planning



Form of Bid

Ground Floor Upgrades at Abbott, French & Josephson

In submitting this bid, the above signed Bidder proposes and agrees, if the Bid is accepted:

1. To hold my bid open for **sixty (60)** days after bid opening.
2. To enter into and execute a contract, if awarded on the basis of this bid, and to furnish insurance and other requirements as stated and required in the Contract Documents.
3. To accomplish the work in accordance with the requirements of the Contract Documents.
4. To complete the work on time and to the quality required in the Contract Documents.
5. To enter into an Agreement with OWNER, in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
6. Bidder accepts all the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements according to the terms and timelines specified within the Bidding and Contract Documents after the date of OWNER's Notice of Award.
7. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement:
 - 1) Bidder has examined copies of all the Bidding Documents and Addenda (receipt of all which is acknowledged in the form contained herein):
 - 2) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - 3) Bidder has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to Bidder.
 - 4) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

8. Bidder will complete the Work for the price(s) shown.

NAME OF BIDDER: _____

PURSUANT TO AND IN COMPLIANCE WITH your instructions to bidders for proposals for work described in these contract documents and related work at this Public Housing Site, and in accordance with the instructions for bidders relating thereto, the undersigned hereby agrees to furnish all labor, materials, and supplies, equipment and other facilities and things necessary or proper for, or incidental to, or required by the Drawings and Specifications as prepared by Habitech Architecture, LLC, Twelve Pinecrest Drive, Medford, New Jersey 08055, along with all other addenda issued and sent to the undersigned prior to the date of opening of proposals.

“NOTE: Base Price is for all work to be completed in the Bid Documents. Provide separate **deduct** Alternate Prices to complete all work as indicated in the Alternate Prices, when required. Low bidder will be determined based on the lowest responsive and responsible **Base Bid**. Should the Authority not have sufficient funds to undertake all work bid under the Base Bid, a Contract may be awarded to the low bidder, as determined above, by deducting one or more of their Alternate Price bids, when required, from the Base Price bid to complete the resulting work under a single Contract.”

BASE BID - All Work at each building shown on the Drawings and in the Specifications the sum of:

(Note: Your Base Price must include the **TOTAL Cash Allowance** stipulated in the Project Summary sheet located in the Project Manual.) Bid amounts shall be indicated in both words and numbers. In case of a discrepancy, the words will govern.

\$ _____ **DOLLARS**
(Written in words)

\$ _____
(Written in numerals)

ALTERNATE PRICES:

DEDUCT ALTERNATE PRICES REQUIRED FOR THIS WORK TO **INCLUDE CONTRACTOR'S PROFIT AND OVERHEAD**: Amounts for these alternate price(s) must be filled in or the bidder risks having their proposal declared non-responsive. These prices may be used to adjust the Contract amount to accommodate changes to the scope of work as determined by the Owner but do not affect the determination of the low bidder.

ALTERNATE PRICE A. Cost to complete **ALL** the work shown on the Drawings and in the Project Manual at the **Abbott** building. Including, but not limited to, the flooring, painting, ceilings, bathrooms etc.

All Work the sum of:

(Note: Your Alternate Price must include the **Building Cash Allowance** stipulated in the Project Summary sheet located in the Project Manual.) Bid amounts shall be indicated in both words and numbers. In case of a discrepancy, the words will govern.

\$ _____ DOLLARS
(Written in words)

\$ _____
(Written in numerals)

ALTERNATE PRICE B. Cost to complete **ALL** the work shown on the Drawings and in the Project Manual at the **French** building. Including, but not limited to, the flooring, painting, ceilings, bathrooms etc.

All Work the sum of:

(Note: Your Alternate Price must include the **Building Cash Allowance** stipulated in the Project Summary sheet located in the Project Manual.) Bid amounts shall be indicated in both words and numbers. In case of a discrepancy, the words will govern.

\$ _____ DOLLARS
(Written in words)

\$ _____
(Written in numerals)

ALTERNATE PRICE C. Cost to complete **ALL** the work shown on the Drawings and in the Project Manual at the **Josephson** building. Including, but not limited to, the flooring, painting, ceilings, bathrooms etc.

All Work the sum of:

(Note: Your Alternate Price must include the **Building Cash Allowance** stipulated in the Project Summary sheet located in the Project Manual.) Bid amounts shall be indicated in both words and numbers. In case of a discrepancy, the words will govern.

\$ _____ DOLLARS
(Written in words)

\$ _____
(Written in numerals)

UNIT PRICES:

When unit prices are called for in the form of proposal, the bidder shall provide the unit costs requested. These shall be used to adjust the final contract price up or down based on the actual amount of work completed as described by the unit price. Accurate documentation of the work done under the unit cost description bears the sole responsibility of the contractor and shall provide the architect/owner with enough documentation via photographs, billing receipts, etc., to verify the costs. If enough documentation is not provided, the architect/owner's independent determination of the actual unit cost work completed will be final and bear the full responsibility of the contractor.

THERE ARE NO UNIT PRICES REQUIRED FOR THIS PROPOSAL.

Authorized signature:

It is agreed that the Owner shall be permitted to accept this proposal within the period stipulated in the Project Summary without further cost to the Owner. It is further agreed that the Owner is not necessarily bound to accept the proposal representing the lowest price.

Inasmuch as the exact amount of damage and loss to the Owner, which will result from failure of the Contractor to complete the Work within the time herein specified is difficult to ascertain, the damages for delay in case of such failure on the part of the Contractor shall be liquidated in the amount called for in the Project Summary for each consecutive calendar day (Sunday and Holidays included) by which such Contractor shall fail to substantially complete the Work under his Contract in accordance with the provisions hereof, such liquidated damages shall be deductible from any funds due, or thereafter to become due, the Contractor under this Contract.

Note: If the bid is made by a Corporation, it shall be signed by the President or other authorized officer and attach the corporate seal to be attested by the Secretary.

IT IS HEREBY CERTIFIED that the undersigned is the only person interested in this proposal as Principal, and that the proposal is made without collusion with any person, firm or corporation.

Submitted by: _____
(Legal Name of Corporation)

Address: _____

Telephone: _____ Email: _____

DUNS Number: _____ FEIN Number: _____

State if Incorporation: _____

Signed By: _____ Title: _____
(Signature of Secretary or Authorized Officer)

Attest: _____

Date: _____

(Place Corporate Seal Here)

Note: If the bid is made by an unincorporated firm or partnership, it shall be signed in firm or partnership name and also by two or more of the partners or members of the firm in their individual names.

Submitted by: _____
(Legal Name of Partnership)

Address: _____

Telephone: _____ Email: _____

DUNS Number: _____ FEIN Number: _____

Signed By: _____ Title: _____
(Signature of Owner or Partner)

Signed By: _____ Title: _____
(Signature of Owner or Partner)

Signed By: _____ Title: _____
(Signature of Owner or Partner)

Date: _____

CONSENT OF SURETY

(Consent of Surety Company must be submitted on this form, with bid.)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned:

(Name of Surety or Guaranty Company)

a surety or guaranty company holding a certificate of authority as an acceptable surety on federal bonds pursuant to United States Department of the Treasury Circular 570, hereby understands and agrees that it will become surety on the Performance and Payment Bond of the Principal:

(Name of Bidder)

for the faithful performance of all the drawings and specifications and things agreed to be done and performed according to the terms of the contract with the Housing Authority listed as the "Owner" in this solicitation for the following work:

(Name of Project - Description of the Work)

provided the Principal is the successful bidder and is awarded the contract and makes application to it for the required Performance and Payment Bond.

Signed, sealed and delivered this:

Day Month Year
in the presence of:
Attest:

As to Principal

Principal

By Authorized Individual

As to Surety

Surety

By Authorized Individual

(Power of Attorney signing for surety company must be attached) We attest that this company is listed in the latest addition of U.S. Treasury Dept. Circular 570 as approved for bonding U.S. Government work.

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS

N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

Name of company

Signature of authorized representative

Printed name of authorized representative

Title

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

Notary Public

(SEAL)

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- a. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
OR
- b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
OR
- c. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Company: _____ Signature: _____

Print Name: _____ Title: _____ Date: _____

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

Notary Public (SEAL)

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Housing Authority, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

(REVISED 4/10)

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.
CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable 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 age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal

employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
- 1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - 2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - 3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - 4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - 5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - 6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - i) The contractor or subcontractor shall interview the referred minority or women worker.
 - ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public

- agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- 7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.
 - (D) After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.
 - (E) The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.
 - (F) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

I, the undersigned, do hereby agree by the requirements outlined above in Exhibit B

COMPANY NAME: _____

SIGNATURE: _____

TITLE: _____

Failure by the bidder sign Mandatory Equal Opportunity Language for Construction Contracts shall cause this bid to be rejected.

Housing Authority of the City of Trenton

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member Corresponding Entity Listed in Part II	and	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Housing Authority of the City of Trenton is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with government agencies to notify the government agency in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the government agency to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Mercer

I, _____ residing in _____
(name of affiant) (name of municipality)

in the County of _____ and State of _____ of full age,

being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ relies upon the truth of the statements contained in said _____ Proposal and in the statements contained in this affidavit in awarding the contract for the said project.
(name of contracting unit)

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____.

Subscribed and sworn to before me this day _____
Date

Signature

(Type or print name of affiant under signature)

Notary public of _____

My Commission expires _____

(Seal)

DISCLOSURE OF ORGANIZATIONAL CONFLICTS OF INTEREST

The Contractor warrants 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 under a Government contract and a Contractor's organizational, financial, contractual or other interests are such that:

- (1) Award of the contract may result in an unfair competitive advantage; or
- (2) The Contractor's objectivity in performing the contract work is or might be otherwise may be impaired.

The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The Government may, however, terminate the contract for the convenience of the Government if it would be in the best interest of the Government.

In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.

The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

Offerors are directed to 48 CFR Part 9, Subpart 9.5 - Organizational and Consultant Conflicts of Interest for detailed information concerning organizational conflicts of interest.

Company: _____ Signature: _____

Print Name: _____ Title: _____ Date: _____

Housing Authority of the City of Trenton

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: _____ Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____
Title: _____ Date: _____

Housing Authority of the City of Trenton

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: _____

By: _____
(Signature)

Name of above: _____
(Print)

Title: _____

Date: _____

Housing Authority of the City of Trenton

REFERENCES

List at least 3 references. Please fill completely.

REFERENCE #1

Company Name _____

Contact Name/Title _____

Phone Number/Fax Number _____

REFERENCE #2

Company Name _____

Contact Name/Title _____

Phone Number/Fax Number _____

REFERENCE #3

Company Name _____

Contact Name/Title _____

Phone Number/Fax Number _____

REFERENCE #4

Company Name _____

Contact Name/Title _____

Phone Number/Fax Number _____

Housing Authority of the City of Trenton

SUBCONTRACTOR LISTING

Please list the names of all subcontractors and/or sub-consultants to be used on this project (add additional sheets if necessary). The subcontractor certification form must be completed for each firm listed.

Each Bidder must list below the Subcontractors that will be used for all major work categories:

- 1) Plumbing and Gas Fittings and all kindred work;
- 2) Steam Power Plants, Steam and Hot Water Heating and Ventilating Apparatus and all kindred work;
- 3) Electrical Work;
- 4) Structural Steel and Ornamental Iron Work;

in accordance with Public Law 1997, c.243 (N.J.S.A. 40A: 11-23) effective February 1, 1998. Please also list any subcontractors outside those categories. The Bidder must insert the estimated percentage of the work to be completed by the Subcontractor or, in the case of multiple subcontractors, performing the same work category, the exact dollar amount of the work to be done by the subcontractor must be inserted. It should be noted that the same requirements that apply to the bidder pertaining to insurance, bonding, disbarment, etc., shall apply to all subcontractors.

FAILURE TO LIST THESE SUBCONTRACTORS OR FAILURE TO DECLARE THE EXACT AMOUNT FOR MULTIPLE SUBCONTRACTORS EXECUTING THE SAME WORK CATEGORY WILL RESULT IN THE REJECTION OF THE BID. (If performed in-house, note in-house below and provide licensure information – bid shall be rejected if this information is not provided. General contractor and referenced subcontractor(s) must provide their New Jersey Business Registration with their bid submittal and must be registered as Public Works Contractors at the time of the bid opening.)

All subcontractors designated by the bidding company shall be capable of doing the work and must have adequate financial resources and experience to perform the work specified. Information regarding the work experience of the designated subcontractor shall also be provided in the bid. Specifically, the bidding company shall include a listing of all relevant jobs performed by the subcontractor within the past two (2) years.

TRADE/WORK DONE	SUBCONTRACTOR			
Plumbing and Gas Fittings and All Kindred Work	NAME		ESTIMATED % OF CONTRACT OR EXACT DOLLAR AMOUNT OF CONTRACT	WORK WITH SUB BEFORE (YES OR NO)
	ADDRESS			
	PHONE:	LICENSE #	DUNS #	FEIN #
	FAX:			
Steam Power Plants, Steam and Hot Water Heating and Ventilating Apparatus and All Kindred Work	NAME		ESTIMATED % OF CONTRACT OR EXACT DOLLAR AMOUNT OF CONTRACT	WORK WITH SUB BEFORE (YES OR NO)
	ADDRESS			
	PHONE:	LICENSE #	DUNS #	FEIN #
	FAX:			
Electrical Work	NAME		ESTIMATED % OF CONTRACT OR EXACT DOLLAR AMOUNT OF CONTRACT	WORK WITH SUB BEFORE (YES OR NO)
	ADDRESS			
	PHONE:	LICENSE #	DUNS #	FEIN #
	FAX:			
Structural Steel and Ornamental Iron Work	NAME		ESTIMATED % OF CONTRACT OR EXACT DOLLAR AMOUNT OF CONTRACT	WORK WITH SUB BEFORE (YES OR NO)
	ADDRESS			
	PHONE:	LICENSE #	DUNS #	FEIN #
	FAX:			
Other	NAME		ESTIMATED % OF CONTRACT OR EXACT DOLLAR AMOUNT OF CONTRACT	WORK WITH SUB BEFORE (YES OR NO)
	ADDRESS			
	PHONE:	LICENSE #	DUNS #	FEIN #
	FAX:			

___ Check here if the bidding company will not be using any subcontractors.

THIS FORM IS TO BE SIGNED, NOTARIZED AND SUBMITTED BY THE BIDDING COMPANY WITH THE BID.

Name of bidding company

Signature of authorized representative

Printed name of authorized representative

Title

Sworn and subscribed to me this _____ day of _____, 20_____

Notary Public

(SEAL)

Housing Authority of the City of Trenton

SUBCONTRACTOR CERTIFICATION FORM pg 1

All subcontractors/consultants designated by the bidding company shall be capable of doing the work and must have adequate financial resources and experience to perform the work specified. Information regarding the work experience of the designated subcontractor shall also be provided in the bid. Specifically, the bidding company shall include a listing of all relevant jobs performed by the subcontractor within the past two (2) years.

Please print the following information legibly. NOTE: Provide this information on additional sheets, as required, in accordance with the following format.

How many years has the subcontractor been engaged in this particular field? ____ years.

Subcontractor/consultant

Firm Name _____

Address _____

Contact Person _____

Telephone # _____

Fax # _____

Trade _____

State License # _____

THIS FORM IS TO BE SIGNED, NOTARIZED AND SUBMITTED BY THE SUBCONTRACTOR WITH THE BID.

Name of company

Signature of authorized representative

Printed name of authorized representative

Title

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

Notary Public

(SEAL)

SUBCONTRACTOR CERTIFICATION FORM pg 2

Provide a list of relevant contracts (company/firm) completed by proposed subcontractors/consultants within the last two (2) years.

DO NOT INCLUDE WORK FOR THE AUTHORITY

(This form may be duplicated to include additional relevant contracts)

1.	_____	_____	_____
	Company Name	Telephone #	Complete Date
	_____	_____	_____
	Address	Contact Person	
	_____	_____	_____
	City/State/Zip	Contract Amount	
2.	_____	_____	_____
	Company Name	Telephone #	Complete Date
	_____	_____	_____
	Address	Contact Person	
	_____	_____	_____
	City/State/Zip	Contract Amount	
3.	_____	_____	_____
	Company Name	Telephone #	Complete Date
	_____	_____	_____
	Address	Contact Person	
	_____	_____	_____
	City/State/Zip	Contract Amount	
4.	_____	_____	_____
	Company Name	Telephone #	Complete Date
	_____	_____	_____
	Address	Contact Person	
	_____	_____	_____
	City/State/Zip	Contract Amount	
5.	_____	_____	_____
	Company Name	Telephone #	Complete Date
	_____	_____	_____
	Address	Contact Person	
	_____	_____	_____
	City/State/Zip	Contract Amount	

BIDDER'S OR SUB-CONTRACTOR'S QUALIFICATIONS

Complete sets of qualification section must be submitted for each bidder and each sub-contractor. Photocopy this section as needed, and check the appropriate box to indicate bidder/subcontractor.

BIDDER SUBCONTRACTOR

Name of Bidder or
Subcontractor:

Address:

It shall be necessary for the bidder to present evidence that he is the general contractor and that he has been in business for at least 3 years in this particular field and can submit a suitable record of satisfactorily completing similar projects. In addition, he shall submit evidence that his company has the necessary equipment to carry out this type of operation.

How many years have you been or engage in construction under your present firm or trade name?

_____ Years.

How many years has your organization been performing the type of work required under this contract?

_____ Years.

If a corporation, answer the following:

Date of incorporation:

State of Incorporation:

President's Name:

Vice President's Name(s):

If a partnership, answer the following:

Date of Organization:

We normally perform _____ % of the work with our own forces. Describe the general character of work performed by your company.

Contracts now on hand, gross amount: \$ _____ list your latest five projects:

Number of employees and their trades:

What equipment do you own that is available and intended to be used on this project? Provide a description as to the quantity, size, type and capacity of this equipment along with its present condition.

What equipment do you intend to lease or purchase for use on this project should the contract be awarded to you? Provide a description of the quantity, size, type and capacity of the equipment you intend to lease or purchase.

Have you ever failed to complete any work awarded to you? If so, state the circumstances. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? If so, state the name of the individual, the other organization and the circumstances.

Has any officer or partner in your organization ever failed to complete a construction contract handled in his own name? If so, state the name of the individual and the circumstances.

Are there any liens of any character filed against your company at this time? If so, specify the nature and amount of the lien.

In what manner have you inspected the proposed project?

The work, if awarded to you, will have the personal supervision of whom?

Do you intend to subcontract any portion of the work? If so, state which portion is to be subcontracted and complete the Subcontractor Certification Form.

Have you made contracts or received firm offers for all materials within price use regarding your proposal? Do not give names of dealers or manufacturers.

Give Trade references.

Give bank references.

Give full information concerning all your contracts in progress, whether private or government contracts, whether prime or sub-contracts, whether in construction or awarded but not yet begun, or whether you are the low bidder pending formal award of contract.

Owner - Location - Description - Contract Amount - % Completed - Estimated Completion Date

List the most important contracts completed by your company in the last five years, stating the gross cost for each and the month and year started and completed.

Owner - Location - Description Contract Amount - Start Date - Completion Date

ASSETS (To be completed by General Contractor Only)

Cash on Hand.....	\$	_____
Cash in Bank & Name of Said Bank.....	\$	_____
Accounts Receivable from Completed Contracts.....	\$	_____
Real Estate Used for Business Purposes.....	\$	_____
Material in Stock	\$	_____
Equipment Book Values	\$	_____
Furniture and Fixtures	\$	_____
Other Assets	\$	_____
TOTAL ASSETS	\$	_____

LIABILITIES

Notes Payable to Bank	\$	_____
Notes Payable for Equipment Obligations.....	\$	_____
Notes Payable for Other Obligations	\$	_____
Accounts Payable	\$	_____
Other Liabilities	\$	_____
TOTAL LIABILITIES	\$	_____

BIDDER'S OR SUB-CONTRACTOR'S QUALIFICATIONS AFFIDAVIT

State of _____ SS.

County of _____

_____ being first duly sworn deposes and says:
(Individual's name)

THAT he is

_____,
(Owner, Officer or Partner of the firm of etc.)

the party making the foregoing proposal or bid; that all answers to the foregoing questions and all statements contained in this questionnaire are true and correct, and that he hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Authority in verification of the recitals contained in this questionnaire.

(Signature of Bidder)

Subscribed and sworn to before me, this ____ day of _____, 20__.

Notary Public

My Commission expires _____

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

(a) Result in an unfair competitive advantage to the bidder, or,
(b) Impair the bidder's objectivity in performing the contract work.
[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

[] Black Americans [] Asian Pacific Americans
[] Hispanic Americans [] Asian Indian Americans
[] Native Americans [] Hasidic Jewish Americans

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

(b) The bidder will immediately notify the PHA/HA 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)

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower tier covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title

**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 sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The contractor will take such action with respect to any sub-contract 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

Form HUD-92010 (3/2006)
VA form 26-421

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

200.410 Definition 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.

200.420 Equal 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 ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided 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 amended, and such other sanctions may be imposed and remedies invoked 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 vendor. 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 vendor 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 reference to the equal opportunity clause.

200.425 Modification 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 is involved. To the extent that work pursuant to such contracts is done within the United 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 more 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.

Mandatory Section 3 Requirements - Explanation of Section 3 Program and Bidder Requirements

1.0 Introduction: The purpose of this document is to, in simplified terms, explain to bidders/proposers major issues pertaining to the Section 3 Business Preference program required by the Authority funding source, the U.S. Department of Housing and Urban Development (HUD). Also, hereinafter, a Section 3 Business Preference will be referred to as "Preference."

2.0 What is Section 3?

2.1 Section 3 is a provision of the Housing and Urban Development Act of 1968, which recognizes that HUD funds are typically one of the largest sources of federal funding expended in communities. Section 3 is intended to ensure that when a contractor has need to hire additional people as the result of receiving a contract from the Authority preference must be given to low-and very low-income persons residing in the Authority's County (Section 3 resident), or Section 3 business concerns.

2.2 The requirements pertaining to Section 3 apply only to purchases and contracts the Authority completes for work--the requirements of Section 3 DO NOT apply to purchases or contracts the Authority completes solely for commodities or equipment; meaning, "no work provided, no Section 3 required."

2.3 Section 3 is race and gender neutral in that preferences are based on income-level and location.

3.0 What does the term "Section 3 resident" mean?

3.1 A "Section 3 resident" is:

3.1.1 a public housing resident of the Authority; or

3.1.2 a low-or very low-income resident of the Authority's County.

3.1.2.1 Low-and very low-income within the Authority's County, are defined as residents within the following income levels for FY 2018 (Median In come = \$_____):

Income Limit Category	(1) Person	(2) Persons	(3) Persons	(4) Persons	(5) Persons	(6) Persons	(7) Persons	(8) Persons
30% LIMITS	14150	16200	18200	20200	21850	23450	25050	26700
VERY LOW INCOME	23600	26950	30300	33650	36350	39050	41750	44450
60% LIMITS	28320	32340	36360	40380	43620	46860	50100	53340
LOW INCOME	37700	43100	48500	53850	58200	62500	66800	71100

4.0 What does the term "Section 3 business concern" mean?

4.1 A "Section 3 business concern" is a business that can provide evidence that it meets one of the following:

4.1.1 It is 51% or more owned by a Section 3 resident; or

4.1.2 At least 30% of its full time employees include person that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents; or

4.1.3 Provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications within the preceding 3.1.1 or 3.1.2.

- 5.0 Is participation in Section 3 optional?
 - 5.1 Except for purchases or contracts solely for commodities and equipment, as a part of the solicitation the Authority will offer all bidders and proposers the option of a Preference.
 - 5.2 In response to a competitive solicitation (quotes; bids; RFP's), bidders and proposers are not required to respond to the Authority with a claim of a Preference (meaning, such claim is optional and failure to respond with a claim of a Preference will not cause the bidder or proposer to be deemed non-responsive); however, if a bidder or proposer does claim a Preference, then the Authority will consider, investigate, and determine the validity of each such claim for a Preference.
 - 5.3 Regardless of whether or not a bidder or proposer claims a Preference in response to a solicitation, the recipient of the award will be required to, "to the greatest extent feasible," implement the requirements of Section 3 during the ensuing awarded contract term.

6.0 Must a contractor receiving an award from the Authority take part in the Section 3 program?

- 6.1 The short answer is "Yes," as detailed following, each contractor must, "to the greatest extend feasible," take part in the program.
 - 6.1.1 If the contractor wishes, he/she may claim a Preference during the competitive solicitation process (please see Attachment D, most specifically Section 2.0 thereon).
 - 6.1.1.1 Pertaining to Quotations for Small Purchases (QSP's), the Authority will give a Preference of 10% to any quoter deemed to be eligible to receive such Preference ("deemed," based on information the quoter submits in response to the QSP issued). This means that for a quoter deemed eligible to receive a Preference, though he/she, for example, submits a quote of \$10,000, such quote will be considered by the Authority to be \$9,000 (10% less), even though, if awarded, the Authority will pay the quoter the full \$10,000 originally quoted.
 - 6.1.1.2 Pertaining to Invitations For Bids (IFB's), the Authority will give a Preference based upon the following:

	Preference = lesser of:
When the lowest responsive bid is less than \$100,000	10% of that bid or \$9,000
When the lowest responsive bid is:	
At least \$100,000 but less than \$200,000	9% of that bid, or \$16,000
At least \$200,000 but less than \$300,000	8% of that bid, or \$21,000
At least \$300,000 but less than \$400,000	7% of that bid, or \$24,000
At least \$400,000 but less than \$500,000	6% of that bid, or \$25,000
At least \$500,000 but less than \$1,000,000	5% of that bid, or \$40,000
At least \$1,000,000 but less than \$2,000,000	4% of that bid, or \$60,000
At least \$2,000,000 but less than \$4,000,000	3% of that bid, or \$80,000
At least \$4,000,000 but less than \$7,000,000	2% of that bid, or \$105,000
\$7,000,000 or more	1 1/2% of lowest responsive bid, with no dollar limit

- 6.1.1.3 Pertaining to Request For Proposals (RFP's) and Request For Qualifications (RFP/QBS), the Authority will give a Preference based upon the following:

MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
	Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION: (NOTE: A maximum of 15 points awarded).
15 points		Priority I, Category 1a: Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.
13 points		Priority II, Category 1b: Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.
11 points		Priority III, Category 2a: Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
9 points		Priority IV, Category 2b: Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
7 points		Priority V, Category 3: Business concerns
		participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
5 points		Priority VI, Category 4a: Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.
3 points		Priority VII, Category 4b: Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.
15 points		Maximum Preference Points (Additional)

6.1.2 It is possible that a contractor may demonstrate, to the Authority's satisfaction, that he/she has made a good faith and reasonable effort to comply with the requirements of Section 3, but it is not feasible to implement any portion of the Section 3 program. Such failure must be fully documented by the contractor and approved by the Authority or that contractor may be deemed not responsible by the Authority and the contract may be, at the Authority's discretion, not awarded or terminated.

7.0 Be aware that, as detailed within §138.38, the following Section 3 Clause will be a part of every applicable contract the Authority executes, and when a contractor executes the contract /she is thereby agreeing to comply with the following:

SECTION 3 CLAUSE

- A. The work to be performed under this contract is project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR, Part 135, the contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of this regulation.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR, Part 135.
- 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).

Mandatory Section 3 Requirements

Business Preference Submittal Form

Bidders Who are Claiming a Section 3 Preference Must Complete this Form

1.0 Introduction: This form must be fully completed, accompanied by all required attachments, for any bidder/proposer claiming a Section 3 Business Preference (hereinafter, "Preference").

1.1 This fully completed form and any attachments thereto, will become a part of any ensuing contract.

1.2 Each bidder/proposer shall mark an "X" where provided following for all that apply to his/her claim of a Preference.

1.3 The bidder/proposer shall provide as an attachment to this completed form a detailed work plan clearly explaining how each following "denoted effort" or "claim" will be accomplished). Failure on the part of the bidder/proposer to include any such required attachment fully explaining the claim of the bidder/proposer shall result in the Authority not considering the claim for a Preference (though the Authority will, if awarded, later require the bidder/proposer to submit the information to satisfy the Section 3 requirements of the ensuing contract).

1.4 Please note that, even if a bidder/proposer does not complete and submit this form claiming a Preference, the Authority may require this form to be completed by the successful bidder/proposer as an attachment to the ensuing contract to document the Section 3 Plan required for the ensuing contract.

2.0 Current Section 3 Status: The undersigned bidder/proposer hereby claims that it is a Section 3 business concern and claims such preference in that he/she can provide evidence that (the bidder/proposer has attached justifying documentation for each item following marked with an "X"):

2.1 ___ It is 51% or more owned by a Section 3 resident:

2.1.1 ___ Authority resident lease;

2.1.2 ___ Evidence of participation in a public assistance program;

2.1.3 ___ Articles of Incorporation;

2.1.4 ___ Fictitious or Assumed Business Name Certificate;

2.1.5 ___ List of owners/stockholders and % of each;

2.1.6 ___ Latest Board minutes appointing officers;

2.1.7 ___ Organization chart with names and titles and brief functional statement;

2.1.8 ___ Partnership Agreement;

2.1.9 ___ Corporation Annual Report.

2.2 ___ At least 30% of its full time employees include persons that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents:

2.2.1 To justify this claim, please see the immediate following:

(1) Classification	(2) Total Number of Current Permanent Employees	(3) Total Number of Section 3 Resident Employees
Trainees		
Apprentices		
Journeypersons		
Laborers		
Supervisory		
Superintendent		
Professional		
Clerical		
Other:		

2.2.2 Attach a listing of all employees listed within column (3) above, including name and total annual income.

2.3 ___ He/she has a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to a Section 3 business concern.

2.3.1 To justify this claim, please see the immediate following:

(1) Name of Section 3 Firm Receiving the Subcontract	(2) Total Amount of Subcontract(s)	(3) Percentage the Subcontract(s) is/are of the Total Proposed Contract Amount
	\$	%
	\$	%
	\$	%

2.3.2 Attach for each firm listed immediately above:

2.3.2.1 A detailed description of the subcontracted activity; and

2.3.2.2 A fully completed Profile of Firm form.

3.0 Section 3 Preference Claim, Training and Employment Opportunities: The undersigned bidder/proposer hereby claims that it will, as detailed within 24 CFR §135.34, provide such "opportunities" as denoted following; to:

3.1 ___ Residents of the housing development or developments for which the section 3 covered assistance is expended (category 1 residents);

3.2 ___ Residents of other housing developments managed by the Authority that is expending the section 3 covered housing assistance (category 2 residents);

- 3.3 ___ Participants in HUD Youth build programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 residents);
- 3.4 ___ Other section 3 residents.
- 4.0 Section 3 Preference Claim, Section 3 Business Concerns: The undersigned bidder/proposer hereby claims that it will, as a result of the contract award, and as detailed within 24 CFR §135.36, provide such "opportunities" as denoted following; to:
- 4.1 ___ Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses);
- 4.2 ___ Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the Authority that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses); or
- 4.3 ___ HUD Youth build programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 businesses).
- 4.4 ___ Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs (a)(1)(i) and (a)(1)(ii) of this section.
- 5.0 As further detailed herein, which of the following priority are you claiming? (NOTE: Mark with an "X" the highest claimed Priority only.)

PRIORITY CLAIMED (Mark "X")	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
		Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION: (NOTE: A maximum of 15 points awarded).
	15 points		Priority I, Category 1a: Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.
	13 points		Priority II, Category 1b: Business concerns whose workforce includes 30 percent of residents of the

			housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.
	11 points		Priority III, Category 2a: Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
	9 points		Priority IV, Category 2b: Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
	7 points		Priority V, Category 3: Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
	5 points		Priority VI, Category 4a: Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.
	3 points		Priority VII, Category 4b: Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

6.0 As detailed within 24 CFR §135, Appendix I, Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents, denote the "efforts" your firm hereby formally commits to implement if you are awarded a contract:

- 6.1 ___ Entering into "first source" hiring agreements with organizations representing Section 3 residents.
- 6.2 ___ Sponsoring a HUD-certified "Step-Up" employment and training program for section 3 residents.
- 6.3 ___ Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
- 6.4 ___ Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in §135.34) reside.
- 6.5 ___ Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For Authorities, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.

- 6.6 ___ Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
- 6.7 ___ Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an Authority or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.
- 6.8 ___ Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.
- 6.9 ___ Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
- 6.10 ___ Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.
- 6.11 ___ Contacting agencies administering HUD Youth build programs, and requesting their assistance in recruiting HUD Youth build program participants for the Authority's or contractor's training and employment positions.
- 6.12 ___ Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the Authority's or contractor's training and employment positions.
- 6.13 ___ Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 6.14 ___ Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the Authority, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the Authority or contractor intends to fill.
- 6.15 ___ For an Authority employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR §905.102, and §905.201(a)(6).)
- 6.16 ___ Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.
- 6.17 ___ Undertaking job counseling, education and related programs in association with local educational institutions.

- 6.18 ___ Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.
- 6.19 ___ After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.
- 6.20 ___ Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.
- 7.0 As detailed within 24 CFR §135, Appendix II, Examples of Efforts To Award Contracts to Section 3 Business Concerns, denote following the "efforts" your firm hereby formally commits to implement if you are awarded a contract:
- 7.1 ___ Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).
- 7.2 ___ In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.
- 7.3 ___ Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.
- 7.4 ___ Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the Authority.
- 7.5 ___ For Authorities, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns
- 7.6 ___ Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.
- 7.7 ___ Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
- 7.8 ___ Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
- 7.9 ___ Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
- 7.10 ___ Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

- 7.11 ___ Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.
- 7.12 ___ Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.
- 7.13 ___ Contacting agencies administering HUD Youth build programs, and notifying these agencies of the contracting opportunities.
- 7.14 ___ Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 7.15 ___ Developing a list of eligible section 3 business concerns.
- 7.16 ___ For Authorities, participating in the “Contracting with Resident-Owned Businesses” program provided under 24 CFR part 963.
- 7.17 ___ Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
- 7.18 ___ Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.
- 7.19 ___ Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.
- 7.20 ___ Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
- 7.21 ___ Actively supporting joint ventures with section 3 business concerns.
- 7.22 ___ Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

8.0 The undersigned bidder/proposer hereby declares:

- 8.1 The information within this completed form (and any attachments) is, to the best of his/her knowledge, true and accurate.
- 8.2 He/she is aware that if the Authority discovers that any such information is not true and accurate, such shall allow the Authority to:
 - 8.2.1 NOT award the bidder/proposer a Preference; and
 - 8.2.2 If the Authority deems such is warranted (e.g. in the case of submitting information the bidder/proposer knows to be untrue), declare such bidder/proposer to be nonresponsive and not allow the bidder/proposer to receive an award.
- 8.3 He/she is aware that if he/she receives an award as the result of this competitive solicitation, even though he/she may not receive a Preference from the Authority as a result of this submittal, he/she will still be required to, to the greatest extent feasible, implement a Section 3 Plan, including a commitment to interview and consider hiring Section 3 persons (most specifically, residents of the Authority) whenever the successful bidder/proposer has need to hire additional employees during the term of the ensuing contract.

Name of company

Signature of authorized representative

Printed name of authorized representative

Title

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

Notary Public

(SEAL)

Mandatory Section 3 Requirements

Business Preference Submittal Form

For Bidders Who are NOT Claiming a Section 3 Preference Must Complete this Form

POTENTIAL STATUS AS A SECTION 3 FIRM: "As described in" 24 CFR 135.5, Section 3 business concern, I hereby declare that my firm does not qualify as a Section 3 business concern; in that:

- (1) I am the sole owner and my income does not meet the Section 3 guidelines. Accordingly, my firm is not "51 percent or more owned by section 3 residents;" and
- (2) As I am the sole employee, I have no "permanent, full-time employees." Accordingly, there are no Section 3 residents employed at my firm; and
- (3) I do not have any intention to "subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to . . . [a] section 3 business concern." As I will not be subcontracting any of the contract to any other business concern, claim of this is not "feasible."

MY PROPOSED SECTION 3 PLAN:

- (1) Within 24 CFR 135.1(a), HUD states that the purpose of the Section 3 requirements is to ". . . ensure that employment and other economic opportunities . . . shall, to the greatest extent feasible, . . . be directed to low- and very low-income persons . . ." (NOTE: Underlining for emphasis).
- (2) Subcontracting. I hereby state that it is not "feasible" or reasonable for me to hire or retain any other person, much less a section 3 person, to assist in the performance of the ensuing contract. To explain in detail: It is clear that performance of the work detailed within the contract requires a very specialized skill-set and extensive knowledge and experience. It is extremely unlikely that I would be able to locate a Section 3 person with the requisite knowledge and experience to perform this work. If the work was extensive enough, I have other skilled sources and could retain another contractor to help; however, the work listed is well within my capabilities and abilities and it is my decision that the Authority would be best served by my performing the contract myself.
- (3) Numerical Goals. As the award of this contract to my firm would not at any time result in any new hires, the "numerical goals" detailed within 24 CFR 135.30(a)(4)(b) do not apply to my firm; nor do the optional subcontract awards detailed within the following 24 CFR 135.30(a)(4)(c)(2).
- (4) Section 3 Offer. Within the Appendix to Part 135, Examples of Efforts To Award Contracts to Section 3 Business Concerns, HUD details a number things that the Authority may implement to increase the effectiveness of its Section 3 efforts. I am pleased to make this offer: consistent with the level set within 24 CFR 135.30(c)(2), as requested by the Authority, I will donate not less than 3% of my time contracted by the Authority to assist the Authority to effectively implement HUD requirements and these recommendations within the Authority's Section 3 plan, procedures and efforts. I believe that this offer meets the HUD requirement of "to the greatest extent feasible" as I ascertain how I can help the Authority with this most important issue.

Name of company

Signature of authorized representative

Printed name of authorized representative

Title

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

Notary Public

(SEAL)

NEW JERSEY ELECTRICAL CONTRACTOR REGISTRATION AFFIDAVIT
(If Applicable)

Instructions: If the contractor submitting this bid is a licensed New Jersey Electrical Contractor, then this affidavit must be filled out by same. If the contractor submitting this bid is not a licensed New Jersey Electrical Contractor, then this affidavit must be filled out by the subcontractor who will perform the work.

The firm of _____

the firm submitting this bid proposal or the subcontractor of that firm, hereby certifies that in accordance with the New Jersey Administrative Code, Title 13, Chapter 31, State Board of Electrical Contractors and New Jersey Statutes Annotated 45:5A-9, is the holder of a current New Jersey Electrical Contractor=s license.

The firm further certifies that it is in compliance with Chapter 213 of the above cited statute concerning credit and insurance.

The undersigned certifies that he/she is an authorized officer of the firm.

Signed: _____

Title: _____

Date: _____

NEW JERSEY PLUMBING CONTRACTOR REGISTRATION AFFIDAVIT
(If Applicable)

The firm of _____

the firm submitting this bid proposal, hereby certifies that it is in conformance with New Jersey P.L. C 238, ATHE PUBLIC WORKS CONTRACTOR REGISTRATION ACT@. It certifies that it has complied with the law by: (check one box)

Previously registering. Our registration number is _____
Our date of registration is _____

Registering at the time of this bid:

A copy of the application as mailed to the New Jersey Department of Labor is attached.

The undersigned certifies that the forgoing statement is true and that he/she is an authorized officer of the firm.

Signed: _____

Title: _____

Date: _____

NEW JERSEY PUBLIC WORKS CONTRACTOR REGISTRATION AFFIDAVIT
(Provide copy of registration with Bid)

The firm of _____

the firm submitting this bid proposal, hereby certifies that it is in conformance with New Jersey P.L. C 238, "THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT". It certifies that it has complied with the law by: (check one box)

Previously registering. Our registration number is _____
Our date of registration is _____

Registering at the time of this bid:

A copy of the application as mailed to the New Jersey Department of Labor is attached.

The undersigned certifies that the forgoing statement is true and that he/she is an authorized officer of the firm.

Signed: _____

Title: _____

Date: _____

NEW JERSEY BUSINESS REGISTRATION AFFIDAVIT
(Provide copy of registration with Bid)

The firm of _____

the firm submitting this bid proposal, hereby certifies that it is in conformance with New Jersey Taxpayer Business Registration Regulations and Laws. It certifies that it has complied with the law by applying for and receiving a "State of New Jersey Business Registration Certificate" or a State of New Jersey Business Registration Certificate for State Agency and Casino Service Contractors:
(check one box)

Business Registration Certificate.

Our registration number is _____

Our date of registration is _____

State Agency and Casino Service Contractor Registration

Our tax payer number is _____

Our Sequence number is _____

Our issuance date is _____

The effective date is _____

The undersigned certifies that the forgoing statement is true and that he/she is an authorized officer of the firm.

Signed: _____

Title: _____

Date: _____

HOUSING AUTHORITY BIDDER'S CHECKLIST

Submission Requirement Items are Checked - Initial each required entry and if required, submit the item and supporting documentation.

- Form of Bid _____
- Consent of Surety with Power of Attorney _____
- Bid Guarantee: Must be a certified check, cashier's check or bid bond in the sum of ten percent (10%) of the total bid, payable to the Housing Authority, as a guarantee to furnish equipment and/or services for the bid price. _____
- NJ Anti-Discrimination Provisions _____
- Affirmative Action Compliance Notice _____
- Appendix A – Americans With Disabilities Act Of 1990 _____
- Exhibit B - Mandatory Equal Employment Opportunity Language _____
- Statement of Ownership Disclosure _____
- Non-Collusion Statement _____
- Disclosure Statement (Conflict of Interest Statement) _____
- Acknowledgement of Receipt of Addenda _____
- Disclosure of Investments in Iran _____
- Equipment Certification _____
- Three References that Vendor and Subcontractor has provided similar services. _____
- Subcontractor General Information _____
- Subcontractor Certification Form _____
- Bidder's or Sub-Contractor's Qualifications _____
- HUD Form 5369-A Representations & Certifications _____
- HUD Form 2992 Debarment and Suspensions _____
- HUD Form 92010 Equal Opportunity Certification _____
- MBE/WBE/Section 3 Contract/Solicitation and Commitment Statement _____
- New Jersey Electrical Contractor Registration Affidavit (If Required) _____
- New Jersey Plumbing Contractor Registration Affidavit (If Required) _____
- NJ Public Works Contractor Registration Certificate (Must Be Registered and Qualified at The Time of Bid Submission) _____
- New Jersey Business Registration Certificate for Lead Vendor and Subcontractor(s) _____
- One Original and Two Copies of the Completed Bid** _____

This form is provided for bidder's use in assuring compliance with all required documentation.

Name of Bidder: _____

Signature: _____

Print Name and Title: _____

Date: _____



SECTION II INSTRUCTIONS TO BIDDERS

For

GROUND FLOOR UPGRADES AT ABBOTT, FRENCH & JOSEPHSON IFB # PH01SB1119

for the

**HOUSING AUTHORITY
of the CITY of TRENTON**
875 New Willow Street
Trenton, New Jersey 08638

JELANI GARRETT
Executive Director

AUGUST 2019

ARCHITECT

HABITECH ARCHITECTURE, LLC
TWELVE PINECREST DRIVE
MEDFORD, NEW JERSEY 08055
(609) 413 - 2566
Architecture • Building Systems • Planning

INSTRUCTION TO BIDDERS AND STATUTORY REQUIREMENTS

I. SUBMISSION OF BIDS

In addition to form HUD-5369, Instruction to Bidders for Contracts, included herein, all Bidders shall follow the following instructions (please note that in the event that the HUD form and the following instructions do not agree, the stricter condition shall apply):

1. All bids must be delivered by mail or in person to the Authority, 875 New Willow Street, Trenton, New Jersey 08638 in accordance with the public advertisement as required by law, with a copy of said notice included herein and made a part of these specifications. All late bids received by the Authority shall be returned unopened to the Bidder.
2. To ensure fair consideration for all bidders, the Authority prohibits communication to or with any employee of the Authority during the submission process. Additionally, the Authority prohibits communications initiated by a bidder to **any** Authority official or employee evaluating or considering the proposals before the time an award decision has been made. Any communication between bidder and the Authority will be initiated by the appropriate Authority official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the bid. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration for award of the bid and/or any future bid.
3. In order to be acceptable, **three (3) copies (one original and two copies) of the bid MUST be submitted in a sealed envelope on the outside of which shall be plainly marked "Ground Floor Upgrades at Abbott, French & Josephson", together with the name and address of the firm submitting the bid.** Bids will be received until **10:00 a.m.** or hand delivered no later than **10:00 a.m.** on Tuesday, December 3, 2019 at which time they will be publicly opened and read aloud at the offices of the Authority, 875 New Willow Street, Trenton, New Jersey 08638.
4. It is the bidder's responsibility to present bids to the owner prior to or at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. Bids sent by express mail or delivery service must either 1) include the designation in sub-section 3, above on the outside of the express mail or service envelope; or 2) must be in a separate envelope inside the delivery envelope and the envelope marked as required above. Bids received after the designated time and date will be returned unopened.
5. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
6. More than one bid from an individual, a firm or partnership, a corporation or association under the same names shall not be considered.
7. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be cause for rejection by the owner in accordance with applicable law. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
8. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follows:
 - a. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of

- the person signing.
- b. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - c. Bids by sole-proprietorship shall be signed by the proprietor.
 - d. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
9. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
- a. N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - b. N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - c. N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - d. Bidder should consult the statutes or legal counsel for further information.
10. Pay-to-Play Disclosure -Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary, Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.
11. The Drawings, Specifications, Form of Proposal, Contract Forms, and any Addenda and Modifications describing the Work will be on file and may be examined at the offices of the Kenneth Martin, Manager of Procurement and Contracts, Trenton Housing Authority, 875 New Willow Street, Trenton, New Jersey 08638 - Phone: (609) 278-5024 on Wednesday, October 2, 2019 after 10:00AM. Complete electronic copies of the Bid Documents may also be obtained for free from the Authority on their website at <http://www.tha-nj.org/procurement>. Contractor must register online with the Authority to download the files, please follow instructions on the website. Hard copies of the Bid Documents can be obtained from the Architect, email your request with delivery specifics to the Architect at lgmestres@gmail.com, for a non-refundable fee of seventy-five dollars (\$75.00) per set. Documents will be mailed to prospective bidders for a mailing fee of Twenty-five dollars (\$25.00) plus actual postage. Please allow three (3) business days for processing. Respondents are urged to send their contact information to kmartin@tha-nj.org (and receive proof that their contact information was received by the Authority) when bid documents are downloaded from the website so any addenda to these specifications can be sent to them.
12. A copy of the contract to be entered into with the successful bidder is included as Attachment "A".

II. BID SECURITY AND BONDING REQUIREMENTS - The following provisions shall be applicable to this bid and be made a part of the bid documents:

1. **Bid Guarantee** - Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of

New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21. The Bid Bond shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a bid guarantee shall result in rejection of the bid.

The Bid Bond shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a bid guarantee shall result in rejection of the bid.

2. **Consent of Surety** - Bidder shall submit with the bid a Certificate (Consent) of Surety with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey, and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

The Consent of Surety shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a Consent of Surety form shall result in rejection of the bid.

3. **Performance Bond** - Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

4. **Labor and Material Payment Bond** - The successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract. Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.
5. **Maintenance Bond** - Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed 100% of the project costs guaranteeing against defective quality of work or materials for the period of one year.

III. INTERPRETATIONS AND ADDENDA

1. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.
2. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to

challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

3. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to Kenneth Martin, Manager of Procurement and Contracts, Trenton Housing Authority, 875 New Willow Street, Trenton, New Jersey 08638, kmartin@tha-nj.org. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.
4. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents and shall be acknowledged by the bidder in the bid by completing the Acknowledgement of Receipt of Addenda form. The owner's interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent from kmartin@tha-nj.org. It is recommended that bidders include this address in the recipient email's contact list to ensure it is not routed to a junk email folder.

5. Discrepancies in Bids
 - a. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
 - b. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.
6. Optional Pre-Bid Conference If stated in the Notice to Bidders: SEE INTRODUCTION.

IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

1. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
2. When a specification uses "brand name or equivalent," the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the good or service being requested. Where a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.
3. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
4. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

V. INSURANCE AND INDEMNIFICATION The insurance documents indicated below shall include

but are not limited to the following coverages. The successful bidder shall provide coverage so that all insurance coverage must be in effect no later than 12:01 A.M. EST at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

A. INSURANCE REQUIREMENTS

1. Worker's Compensation Insurance -Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.
2. General Liability Insurance -General liability insurance shall be provided with limits of not less than \$1,000,000.00 any one person for bodily injury and \$1,000,000.00 aggregate for property damage, and shall be maintained in full force during the life of the contract.
3. Automobile Liability Insurance – Automotive Liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles used on the site(s) or in connection therewith for limits of not less than \$500,000.00 for any one person and \$500,000.00 for any one accident for bodily injury and \$500,000.00 each accident for property damage, shall be maintained in full force during the life of the contract.
4. Other forms of insurance required.

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Authority and the project engineer / architect as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage. All certificates shall name the Authority and the project engineer / architect as additional insured.

C. INDEMNIFICATION

The contractor shall indemnify and hold harmless the owner, its officers, agents, servants, and employees from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from:

- a. negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and,
- b. the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

VI. PRICING INFORMATION FOR PREPARATION OF BIDS

1. The owner is exempt from any local, state or federal sales, use or excise tax. The owner will not pay for N.J. State Sales and Use Tax that are included in any invoices.
2. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**

3. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
4. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.
5. In the event of a public emergency declared at the local, state or federal level prior to the expiration of the contract, if the owner opts to extend terms and conditions of the contract, the contractor agrees to extend the terms and conditions of this specification, whether existing or expiring for no longer than six months, for goods and/or services for the duration of the emergency.

VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

1. DOCUMENT CHECKLIST: Bidder shall complete and sign the Bid Submission Document Checklist and include it in the bid submission. For construction bids, failure to submit the checklist is a fatal defect and the bid will be rejected. This document serves as a guide to bidders of the documents that are required to be submitted with the bid.
2. THE BID FORM (included herein). Failure to submit the bid form shall result in rejection of the bid.
3. THE BID GUARANTEE with a valid Power of Attorney authorizing the Attorney-in Fact to execute the documents Failure to submit a bid guarantee shall result in rejection of the bid.
4. THE CONSENT OF SURETY with a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a Consent of Surety form shall result in rejection of the bid.
5. A SIGNED ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA (included herein)-Bidders shall submit this form whether or not an addendum has been issued. Failure to submit a signed Acknowledgement of Receipt of Addenda shall result in rejection of the bid.
6. BIDDER'S AND SUBCONTRACTORS QUALIFICATIONS (included herein)-All bidders and subcontractors must fill out this form in its entirety. Failure to submit this form for the bidder and each subcontractor shall result in rejection of the bid. See section XIII for more information.
7. LISTING OF SUBCONTRACTORS/SUBCONTRACTOR CERTIFICATION FORM (included herein)-Pursuant to N.J.S.A. 40A:11-16 et. seq., a list of all subcontractors to be used for this project shall be included with the bid, including the subcontractors' business registration certificates. All subcontractors must be licensed to do business in the State of New Jersey. All subcontractors shall be expected, prior to award, to demonstrate sufficient manpower and expertise to complete the applicable portion of the project in its entirety. All payments to subcontractors shall be made directly to the subcontractors who shall be expected to submit payroll certifications before payment to the subcontractor is made.

Electrical subcontractors, if applicable, must be licensed electrical contractors recognized by the New Jersey State Board of Electricians, have a current license and business permit and must submit documents proving such status.

All subcontractors not listed in this section shall be properly licensed to do business in the State of New Jersey, and shall submit proof of such licensure.

Failure to submit a listing of subcontractors and certification forms for each subcontractor shall result in rejection of the bid.

8. STATEMENT OF OWNERSHIP

N.J.S.A. 52:25-24.2 provide that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

9. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included herein.

- a. Goods, Professional Services and General Service Contracts Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
 - i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.
 - ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.
 - iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

10. NEW JERSEY ANTI-DISCRIMINATION

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1 as included herein.

11. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the contractor is required to comply with requirements related to the Americans with Disabilities Act as provided herein. The contractor is obligated to comply with the Act and to hold the owner harmless for any violations committed under the contract.

12. PROOF OF BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the Trenton Housing Authority (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- a. the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- b. the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- c. the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

13. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

N.J.S.A. 52:32-55 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

14. AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE

Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.

15. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

16. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-1.1 et seq.). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (N.J.A.C. 8:59-1.3). Further, all applicable Material Safety Data Sheets (MSDS) -hazardous substance fact sheet -must be furnished. All containers which are stored at an owner's facilities by the contractor or subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels. www.nj.gov/health/workplacehealthandsafety/right-to-know/

17. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. In the event it is found that any worker, employed by the contractor or any subcontractor has been paid a rate of wages less than the prevailing wage required to be paid, the owner may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and the contractor and subcontractor then be required to continue the work to completion or otherwise.

The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at

http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr_construction.html

The Authority is Federally funded, and therefore requires all contractors to pay their employees the applicable Davis Bacon Wage Rates. For more information please visit www.dol.gov. The Wage Determination applicable for this project is General Decision Number NJ20190035 01/04/2019 Building. The Determination at length is included herein.

Bidders are responsible for checking for updates to the rates, if any, to properly bid this contract, and in no way are to assume that the rates listed herein are current.

The Contractor shall be responsible for maintaining payroll records and must make such records available to the PHA and/or to HUD, on request. The Contractor may use form WH-347 available online or by request to the Authority.

18. PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time

the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:1156.25, et seq.] It applies to contractors based in New Jersey or in another state.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lssc/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

19. EQUIPMENT CERTIFICATION Bidder shall certify on the Equipment Certification form that they control or have access to equipment necessary to do the required work if awarded the contract. If the bidder does not own or lease the equipment, a certification from the owner of the equipment that the bidder will have access to the equipment is required with the bid. (N.J.S.A. 40:11-20).
20. HUD FORM 5369-A, Representations and Certifications of Bidders, included herein.
21. REFERENCES-Submit at least three references.
22. Section 3. Requirements.

VIII. METHOD OF CONTRACT AWARD

The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-section E, for additional information.

If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.

The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner; material exceptions shall not be approved.

Successful bidder/respondent shall complete W-9 Form and submit to the owner prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.

One contract for the work shall be awarded to the lowest responsive, responsible bidder(s). Please refer to form HUD – 5370, a copy of which is included herein, for general conditions of the contract, as these will be made part of the final contract.

After the contract has been awarded, but before any work is started against the contract, the Contract Administrator shall conduct an orientation conference with the Contractor and appropriate representatives of the Authority. The purpose of the orientation conference is to aid both Authority and Contractor personnel to achieve a clear and mutual understanding of general contract requirements. However, this conference shall not relieve the Contractor of responsibility for complying with any of the terms and conditions of the contract.

In the rare event of equal bids, where two or more low bids are considered equal in all respects (including the evaluation of qualifications by the Authority's architect), the award will be decided by drawing lots in the presence of the bidders who submitted the tie bids.

If the post-award orientation is held, the Contract Administrator will provide specific details regarding the date, time, and location of the conference, and information regarding the items/topics to be discussed.

After the contract has been awarded, the Authority may at its sole discretion assign the contract, in whole or in part, to an affiliate or instrumentality of the Authority or an entity controlled by the Authority, its affiliate, or its instrumentality. Assignment of the contract by the Authority does not relieve the Contractor of responsibility for complying with any of the terms and conditions of the contract. The Authority's right to assign the contract is unilateral and does not create any assignment rights for the Contractor.

IX. CAUSES FOR REJECTING BIDS

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

X. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.
- F. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and or/transfer or by any means

convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.

- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.
- H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.
- I. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- J. For contracts that exceed one year, each fiscal year payment obligation of the owner is conditioned upon the availability of owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the owner at the end of any particular fiscal year may terminate such services. The owner will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the owner to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.
- K. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable April 2018 Page 9 diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by the owner by notice to the parties.

XI. PAYMENT

The Bid Breakdown included herein shall be completed in its entirety and submitted by the bidder. Requests for periodic payments to the contractors shall be discussed before the award of the contract.

- a. No payment will be made unless duly authorized by the owner's authorized representative and accompanied by proper documentation.
- b. Payment will be made in accordance with the owner's policy and procedures. Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and this proposal.
- c. The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:
 - i. Deliverables not complying with the project specification;
 - ii. Claims filed or responsible evidence indicating probability of filing claims;
 - iii. A reasonable doubt that the contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

- d. Public funds may be used to pay only for goods delivered or services rendered. The owner shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the owner to pay additional fees.

XII. OTHER PROVISIONS

- a. Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the bid, the contractor shall:
 - i. Not use or disclose protected health information other than as permitted or required by law
 - ii. Use appropriate safeguards to protect the confidentiality of the information
 - iii. Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

- b. The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the successful bidder (contractor) for the purpose of assisting the contractor in the performance of this contract. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. Any information supplied to the owner may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows, and Microsoft Office Suite 2010 or greater.

- c. Under state and federal statutes, certain government records are protected from public disclosure. The owner, the contractor and any subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the contractor and any subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The owner retains the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The contractor and any subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.
- d. Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the owner.
- e. Change Orders: If, during the course of work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor shall not proceed without written authorization from an authorized Authority representative. If price is affected, the Contractor and the Authority must agree upon a change order which states an

agreement between the Contractor and the Authority for:

- i. A change in work
- ii. The amount of the adjustment in Contract Sum
- iii. The amount of the adjustment in Contract Time

Once the change order has been approved and properly procured, Contractor will receive written authorization to continue. A sample Change Order Authorization Form is included herein for review.

XIII. QUALIFICATIONS

- a. Prospective bidders and all subcontractors shall complete the Bidder's or Sub-Contractor's Qualifications questionnaire included herein. Steps shall be taken as deemed necessary to determine the ability of the bidders to perform the obligations under the Contract and the bidder shall furnish to the Authority with such information and data for this purpose as the Authority may request. The right is reserved to reject any proposal where the investigation of the evidence does not satisfy the Authority that the bidder is qualified to properly carry out the terms of the Contract.
- b. General Contractor must list (where applicable) with their bid all subcontractors who will actually be used for:
 - i. Plumbing and Gas fitting of all kindred work.
 - ii. Steam and hot water heating and ventilating apparatus and all kindred work.
 - iii. Electrical Work
 - iv. Structural Steel and Ornamental Iron Work
- c. In addition to the requirements stated above, the General Contractor:
 - i. Must be prepared to demonstrate that each of the listed subcontractors is qualified to perform the specific work for which they are listed in the bid. Each subcontractor must submit with the bid the Bidder's or Sub-Contractor's Qualifications questionnaire included herein.
 - ii. Must provide evidence of performance security for each subcontractor with the bid. The evidence or performance security shall, for the purpose of statutory and administrative compliance, consist of documents (such as a consent of surety) issued by a qualified surety company. Evidence of performance security may be supplied by the General Contractor on its own behalf and on behalf of any or all of its listed subcontractors, or by the respective listed subcontractors themselves, or by any combination thereof which results in evidence of performance security equaling the total amount of bid.
 - iii. May not substitute unlisted subcontractors, or use subcontractors if they are not identified in bid, following award of the contract.
 - iv. Will be held strictly accountable for proper and timely performance of work by their designated subcontractors. In the event of award, such General Contractor shall furnish the Authority with a true copy of a performance bond contract.
 - v. The attention of all bidders is directed to the provisions of New Jersey Statutes 40A:11-16.
 - vi. (All Bidders who intend to use 'in house plumbers' to perform the plumbing work on the contract, are directed to the provisions of New Jersey Statutes 45:14C-21; New Jersey Statutes 45:14C-21; and New Jersey Administrative Code 13:32-1.5(A)(2). These provisions limit and restrict the ability of a licensed master plumber to be utilized as a

company employee and apply for a plumbing permit, unless that plumber holds not less than 10% of the issued corporate stock, or 10% of the partnership capital of a partnership. You are advised that the Authority is required to insist upon full compliance with these State regulations.

- vii. In the event the General Contractor will perform work specified in paragraph B (a)(b)(c)(d) (Plumbing/Gas; HVAC; Electrical; Structural Steel/Ornamental Iron) with its own salaried non-subcontracted work force, then the General Contractor must so designate itself on bidding documents, and furnish the Authority prior to award of the contract with required information establishing qualifications in such trade(s).
- viii. The General Contractor is advised that once they advise the Authority in their bid documents, they will perform the designated trade(s) with their own salaried force, they will not later be permitted to perform same by subcontractor or otherwise.

INVITATION FOR BID

PUBLIC NOTICE Housing Authority of the City of Trenton

ADVERTISEMENT for BIDS for the HOUSING AUTHORITY of the CITY of TRENTON

The Housing Authority of the City of Trenton, 875 New Willow Street, the awarding authority (hereafter referred to as "the Authority") is receiving bids for Ground Floor Upgrades at Abbott, French & Josephson IFB # PH01SB1119.

The Authority will receive sealed bids for this work located, Mercer County, Trenton, New Jersey in accordance with Contract Documents prepared together with addenda as may be issued prior to the date of receipt of bids.

Generally, the work includes, but is not limited to, installing new LVT flooring and base, painting walls, replacing suspended ceiling tiles, rehabbing public restrooms and replacing select interior doors on the ground floors of three high-rise apartment buildings. Other minor incidental work is included.

Bids will be received and publicly opened on Tuesday, December 3, 2019 at 10:00 a.m., prevailing time at the Offices of The Authority, located at 875 New Willow Street, Trenton, New Jersey 08638. No Bid shall be withdrawn for a period of 60 days subsequent to the bid opening date without the consent of the Authority.

Sealed proposals for a single, over-all contract for General Construction, covering all trades, will be received for labor and materials to complete the project. Bidders and the successful Contractor and his subcontractors will be required to comply with Affirmative Action Regulations of the State of New Jersey, stipulated in N.J.S.A. 10:5-31-38, and to comply with Chapter 33 of the Public Laws of 1977 and with the requirements of Public Law of 1975, Chapter 127, and N.J.A.C. 17:27.

The Owner reserves the right to waive any informality in any bid or bids, to reject any and all bids, and to accept such bid or bids and to make such awards as may be in the best interest of the Authority.

Bid proposals must be submitted in triplicate and as directed by the Specifications, in a sealed envelope, addressed to the Owner. Envelopes shall, on the front, be designated as to the Contract for which the proposal is entered, and the name and address of the Bidder.

Each bid proposal shall be accompanied by a Bid Bond issued by a Surety Company licensed to do business in New Jersey which is listed in U. S. Treasury Circular No. 570, or by certified check in the amount called for in the specifications, made out to The Authority. The Bid Bond or Certified Check used to satisfy the forgoing bid surety requirements shall be in an amount as follows: 10% of the bid amount not to exceed \$20,000. NOTE: Must have power of attorney. AIA bond is non-conforming and will be deemed non-responsive. Proposals must also be accompanied by the affidavits, etc., referred to in the Instructions to Bidders in the Specifications. Regardless of whether the Bid Bond or certified check is submitted for proposal guarantee, each bidder shall submit a consent of surety also from a Surety Company licensed to do business in New Jersey which is listed in U. S. Treasury Circular No. 570, stating that it will issue the necessary payment and performance bond should the bidder enter into contract for this work

with the Authority.

The Drawings, Specifications, Form of Proposal, Contract Forms, and any Addenda and Modifications describing the Work will be on file and may be examined at the offices of the Kenneth Martin, Manager of Procurement and Contracts, Trenton Housing Authority, 875 New Willow Street, Trenton, New Jersey 08638 - Phone: (609) 278-5024 on Wednesday, October 2, 2019 after 10:00AM. Complete electronic copies of the Bid Documents may also be obtained for free from the Authority on their website at <http://www.tha-nj.org/procurement>. Contractor must register online with the Authority to download the files, please follow instructions on the website. Hard copies of the Bid Documents can be obtained from the Architect, email your request with delivery specifics to the Architect at lgmestres@gmail.com, for a non-refundable fee of seventy-five dollars (\$75.00) per set. Documents will be mailed to prospective bidders for a mailing fee of Twenty-five dollars (\$25.00) plus actual postage. Please allow three (3) business days for processing.

A non-mandatory pre-bid meeting will be held at the Authority on Thursday, November 21, 2019 at 10:00 a.m. There will be an opportunity to tour the site after this meeting and all prospective bidders are encouraged to attend. The sites will generally be available for inspection from 9:30 a.m. to 11:30 a.m. and 1:00 p.m. to 3:00 p.m., Monday through Friday, BY APPOINTMENT ONLY, with the Owner, telephone: (609) 278-5024. A 48-hr. notice is required to arrange a site visit. Appointments for site visits will not be available after Thursday, November 21, 2019. Question pertaining to this IFB are to be put in writing and faxed to 609-278-3821 by 10AM on Monday, October 21, 2019, no questions will be accepted after this date. Questions will be answered on Tuesday, October 22, 2019.

Prospective bidders are hereby informed that not less than the minimum prevailing wage rates as required by HUD shall be paid on this project. The Bidder must submit with his Bid a notarized affidavit listing all persons owning ten percent (10%) or more of the stock in the corporation submitting the Bid, complete with addresses. The successful Bidder will be required to obtain a Payment and Performance Bond for the full amount of the Contract, as defined from a Surety Company licensed to do business in N.J. and listed in U. S. Treasury Circular No. 570.

This project is being funded by the U.S. Government through the Department of Housing and Urban Development. It is subject to Wage rates included in the contract documents, Equal Employment Opportunity and Affirmative Action Regulations (Executive Order No. 11246), and Section Three Employment Regulations.

The Trenton Housing Authority reserves the right to reject any and all proposals.

PROVISIONS CONCERNING CHANGED CONDITIONS IN CONSTRUCTION CONTRACTS (N.J.S.A. 40A:11-16.7)

(1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.

(2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.

(3) If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.

(4) (a) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.

(b) If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.

(c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.

(5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

(6) (a) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

(b) A contract subject to this section shall include the following suspension of work provisions:

(1) The contracting unit shall provide written notice to the contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.

(2) If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably

compensated therefor.

(3) Upon receipt of the contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(4) (a) If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension. Page 39

(5) Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

c. A contract subject to this section shall include the following change in character of work provisions:

(1) If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor shall so notify the contracting unit in writing. The contractor shall continue to perform all work on the project that is not the subject of the notice.

(2) Upon receipt of the contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(3) (a) If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.

(4) As used in this subsection, "material change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both. d. A contract subject to this section shall include the following change in quantity provisions:

(1) The contracting unit may increase or decrease the quantity of work to be performed by the contractor.

(2) (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

(3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.

(4) (a) For a major increase in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.

(b) For a major decrease in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.

(5) As used in this subsection, the term “bid proposal quantity” means the quantity indicated in the bid proposal less the quantities designated in the project plans as “if and where directed”.

Model Public Works Bid Specification Language Withdrawal of Bid

(N.J.S.A. 40A:11-23.3)

Permission for Bidder to Withdraw a Bid Due to a Mistake in Certain Circumstances

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an **unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.**

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, **in writing**, by certified or registered mail to:

Jelani Garrett, Executive Director
875 New Willow Street
Trenton, New Jersey 08638

The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the Purchasing Agent may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid **shall** contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The public owner will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

HOUSING AUTHORITY GENERAL CONDITIONS

SECTION 1 - DEFINITION OF TERMS

Whenever used in this Contract:

- A. The term "Authority" or "Housing Authority" means the Housing Authority as listed in the Advertisement for Bids in this Project Manual, or any representative of the Authority acting within the scope of the particular powers and duties vested in him.
- B. The term "Contractor" means the Bidder for the Contract whose Bid is accepted by the Authority.
- C. The term "Contract" or "Contract Documents" means and includes:
 - (1) Advertisement or solicitation for Bids
 - (2) Instructions to Bidders
 - (3) Contractor's Proposal as accepted by the Authority
 - (4) The General Conditions
 - (5) The Specifications and Project Manual
 - (6) The Drawing and Plans, if any
 - (7) Amendments; Addenda and revisions to any of the foregoing
 - (8) Performance and payment bonds, if required
 - (9) All documents incorporated by reference
- D. The term "Work" means the work and materials specified and the obligations imposed upon the Contractor under the Contract.
- E. The term "Project" means the Housing Project or Projects involved in the Contract.
- F. The terms "furnish," "install," "provide," "execute," "perform," or words of like import shall include the obligation to supply all materials, equipment, labor and all other things necessary to complete the installation or execution of Work referred to, unless otherwise expressly stated.

SECTION 2 - PERFORMANCE

The Contractor shall perform the Work in strict conformity with the Contract Documents and in a good, substantial and workmanlike manner to the satisfaction of the Authority and shall furnish at his/her own cost and expense all labor, materials, plant equipment, tools, requisite insurance, and all taxes thereon, which are necessary in connection with the Work or incidental thereto, all for the sum as accepted by the Authority.

"The Contractor shall perform on the site, and with its own organization, work of a value equivalent to at least thirty-five percent (35%) of the total amount of work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract, if the Contractor requests a reduction and the Authority determines that such reduction would be in its best interests."

SECTION 3 - CONTRACT DRAWINGS

Unless otherwise specified in the Amendments, there are no drawings to this Contract. If plans and drawings are specified or incorporated by reference, they are intended to be co-extensive with the Contract Documents, including the Specifications, so that any matter or thing contained in or shown by any of them shall be of the same effect as if contained in or shown by all.

SECTION 4 - AMENDMENTS AND ADDENDA

The Amendments and Addenda, if any, to the Contract Documents, are for varying, modifying, rescinding, or adding to the portions of the Contract Documents to which they pertain and should be read together with them. In the event of any inconsistency or conflict between any Contract Documents or any portion thereof and any Amendment or Addendum, the Amendment or Addendum shall prevail. Where an Amendment or Addendum modifies a portion of a Paragraph or a Section, the remainder of the Paragraph or Section shall remain in force unless otherwise stated in the Amendment or Addendum.

SECTION 5 - PARTIAL PAYMENTS

- A. Prior to the submission of the first requisition for a partial payment, the Contractor, if required, shall present to the Authority for the Authority's approval a schedule showing the breakdown of the Contract

price which must contain the amount estimated for each part of the Work, and in addition, a quantity survey for each such part of the Work. The values employed in making the schedule will be used only for determining the size of the partial payments and to supply labor statistical information required by the Authority and will not be considered as fixing a basis for additions to or deductions from the Contract Price.

- B. Partial payments will be made as the Work progresses not later than fifteen (15) days after the 25th day of each calendar month for Work done and materials installed during the preceding fiscal month on estimates certified and approved by the Authority. The fiscal month shall be the period extending from the 25th day of one month to the 24th day of the next month. The estimates and certificates shall be submitted on the forms and in accordance with the rules of the Authority. Unless allowed by the Authority, such partial payments shall not exceed the ratio to the total compensation hereunder that the portion of the Work done bears to the entire Work. The estimates and requisitions thereon for monthly payments must be submitted at least ten (10) days in advance of the date set for payment. As a condition precedent to his/her right to any partial payments, the Contractor must, if requested, submit to the Authority proof satisfactory to the Authority that the Contractor is meeting his/her obligations to subcontractors, Suppliers of Material and Workers.
- C. In making such partial payments, the Authority may retain ten percent (10%) of the estimated amount until the final completion and acceptance of all Work covered by the Contract except that this may be reduced to five percent (5%) after satisfactory performance of fifty percent (50%) of the Work if performance and payment bonds in the full amount of the Contract Price have been furnished by the Contractor, the retention shall be five percent (5%) throughout.
- D. All material and Work covered by partial payments shall become the sole property of the Authority , but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and Work upon which payments have been made or for the restoration of any damaged Work or as waiver of the right of the Authority to require the fulfillment of all the terms of the Contract.
- E. No such partial payments, however, will be made after the time fixed for the completion of the Work, or the time to which the completion may be extended under the terms of this Contract, until the full and final completion of all Work herein agreed upon, unless the Authority, in its discretion, directs otherwise.

SECTION 6 - FINAL PAYMENT

- A. Within thirty (30) days after the issuance of the Certificate of Final Acceptance hereinafter provided for, the Authority, subject to all Contract provisions, shall pay to the Contractor, by check or otherwise, all sums remaining unpaid and due it under the Contract.
- B. The Final Payment shall not become due until the Contractor shall deliver to the Authority all releases required by the Authority from all liens, claims and demands arising out of any Work done pursuant to the Contract.
- C. The acceptance by the Contractor of the Final Payment, or any part thereof, shall be and shall operate as a release of the Authority from all claims and all liability to the Contractor for all things done or furnished in connection with the Work and for every act, omission and neglect of the Authority and others relating to or arising out of this Work, excepting only claims expressly reserved by the Contractor in writing at the time final payment is made.
- D. No Interest to be Paid. The Contractor agrees that no interest shall be due and payable from the Authority on any retained amounts or on any other sums deducted and withheld from the partial payments or the Final Payment or for failure to make any partial payments or the Final Payment on the date when any such payments may be due.

SECTION 7 - AUTHORITY'S RIGHT TO WITHHOLD MONEY OUT OF PAYMENTS; LIENS

- A. If the Work is not performed in strict accordance with the Contract, or if the Work of any other between the Contractor herein and the Authority is not performed in strict accordance with its terms, or if the Authority has a claim against the Contractor herein for any other reason whatsoever, or if any claim, just or unjust (including claims for wrongful death and for injuries to person or property), which arises out of the performance of the Work, is made against the Authority , the Authority shall have the right

to withhold out of any payment, final or otherwise, such sums as the Authority may deem ample to protect it against delays or loss, to assure the payment of such claims.

- B. In the event that wages have been paid at a rate less than the prevailing wage, the Authority shall also have the right to withhold from the Contractor out of any payment, final or otherwise, as much as may be necessary to pay to laborers, mechanics, architects draftsmen, engineers and technical workers employed on the Work, the difference between the sums such persons should have received as wages and the amounts they actually received and to pay such sums over to such persons. All such payments shall be deemed to be payments for the Contractor's account.
- C. The foregoing provisions shall be construed solely for the benefit of the Authority and shall not be construed to require the Authority to determine or adjust any claims or disputes between the Contractor and any other person or persons.
- D. Deductions for Defective Work as an Alternative to Requiring Corrections. If the Authority deems it inexpedient to require the Contractor to correct Work damaged or not done in accordance with the Contract, an equitable deduction from the Contract Price shall be made by agreement between the Contractor and the Authority. In the event of the failure of the said parties to reach an agreement, the amount to be so deducted shall be settled in accordance with the procedure hereinafter provided sum as it deems just and reasonable from monies, if any, due the Contractor.
- E. Liens as Bar to Payment. The Contractor shall not, at any time, suffer or permit any lien, attachment, or other encumbrance, under the law of this State or otherwise, by any person or persons whomsoever, to remain on file with the Authority against any money due or to become due for any Work done or materials furnished under the Contract, or by reason of any other claims or demand against the Contractor. Such lien, attachment, or other encumbrance, until it is removed, shall preclude any payment and any and all claims or demand for any payment whatsoever under and by virtue of the Contract.

SECTION 8 - MODIFICATIONS OF COMPENSATION: CHANGES IN WORK

- A. The Authority , without invalidating this Contract or any bonds or security furnished thereunder, and without notice to the sureties, if any, may, at any time after the acceptance of the Contractor's Proposal, make changes by altering or changing the Work or by ordering extra Work, or by omitting or reducing the Work in part, or, upon five (5) days' notice to the Contractor, in whole, the Contract Price being adjusted as hereinafter provided. Such alterations, changes, extra Work, reductions or omissions may be ordered by the Authority solely by written order. When Work is omitted or reduced, in whole or in part, no right to compensation or damages for any loss or cost, including loss of profit, or for any claim or cause of action, shall accrue to the Contractor for any Work so omitted or reduced, except that the Authority will pay, subject to the provisions of this Contract, for all Work actually performed.
- B. For changes resulting in extra Work, the Contract price shall be adjusted by any of the three following methods as the Authority selects:
 - (1) Where unit prices have been established in the Contract, such unit prices may be used as a basis for computing the additions to be made; or
 - (2) The Authority and the Contractor may agree upon unit prices or a lump sum therefor; or
 - (3) The Contract Price may be adjusted in accordance with the following:

The Contractor shall submit an accurate current account of the actual direct and necessary production cost of the extra Work itself, with substantiating documentation, subject to audit, as may be required by the Authority , consisting of and limited to the following: Labor and items incidental to labor, including Social Security and unemployment insurance; other insurance required by reason of the performance of the extra Work; necessary materials, rental value of plant and equipment. All other items shall be considered as overhead and not as cost including, but not limited to, supervision, superintendents, timekeepers, clerks, security personnel, small tools, incidental job burdens and general office expense. To the cost calculated as aforesaid shall be added: ten percent (10%) as compensation to the Contractor for overhead and all other costs and ten percent (10%) of the resulting amount as profit.
- C. Where such extra Work is performed through one or more subcontractors, there shall be added to the extra cost to the Contractor of such Work computed as above (including any overhead and profit

allowed by the Contractor to the subcontractor, not exceeding the percentage above prescribed for the Contractor), six percent (6%) of such extra cost of the Work involved in the change.

- D. For changes resulting in omitted or reduced Work, any of the methods set forth in the preceding Paragraph B shall be utilized in calculating a credit to the Authority.

SECTION 9 - DIFFERING SITE CONDITIONS

- A. The Contractor shall promptly, and before such conditions are disturbed, notify the Authority in writing of:
- (1) sub-surface or latent physical conditions at the site differing materially from ~ those indicated in the Contract, or
 - (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in Work of the character provided for in this Contract. The Authority shall promptly investigate the conditions and if it finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.
- B. No claim of the Contractor under this provision shall be allowed unless the Contractor has given the notice required in Section 9 A above.

SECTION 10 - EXTRA OR OMITTED WORK

- A. Extra Work is Work required by the Authority which in its judgment is in addition to that required by the Contract in its present form. Except in an emergency, written orders must be received by the Contractor prior to the commencement of extra Work and must expressly and unmistakably indicate the intention of the Authority to treat the Work described therein as extra Work. The provisions of this Contract relating generally to Work, and its performance shall apply to any extra Work required and to the performance thereof except to the extent that the parties hereto may expressly provide otherwise in connection with any item of extra Work.
- B. The Contractor shall, immediately upon receipt of a written order of the Authority, proceed to comply with such written order as regards to any changes involving extra Work or Work omitted or reduced, regardless of whether or not the adjustment in the Contract Price by reason thereof has been agreed upon.

SECTION 11 - TIME OF ESSENCE

Inasmuch as the provisions hereof relating to the time of performance and completion of the Work are for the purpose of enabling the Authority to administer public property efficiently and economically and in accordance with a predetermined program, all such time limits are of the essence of this Contract.

SECTION 12 - TIME FOR COMMENCEMENT AND NOTIFICATION TO PROCEED

The Contractor shall commence the Work on the date specified in the written notification from the Authority to proceed. This notification will be made, in general, no more than thirty (30) calendar days from the date of the Award of the Contract.

SECTION 13 - TIME FOR COMPLETION

The Contractor agrees to complete the Work within the time specified in the Amendments to the General Conditions.

SECTION 14 - DELAYS IN PERFORMANCE; EXTENSIONS OF TIME

In the event completion of the Work is necessarily delayed beyond the time for the completion of the Work or the particular portion thereof affected on account of unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to acts or omissions of the Authority, its officers, agents, or employees, whether occurring before or after the acceptance of the Contractor's Proposal, or of any Contractor of the Authority engaged in operations upon the project or third persons, or because of any act of God, strike, embargo upon shipments, insurrection, act of the

public enemy, governmental action, unusually severe weather, fire, flood or delays of subcontractors due to such causes, the time for completion shall be extended by a period of time corresponding to the delay, provided that within twenty (20) days from the beginning of such delay the Contractor notifies the Authority of the causes of the delay.

The Authority's determination whether an extension of time is justified and how long the period of extension should be, shall be conclusive and binding upon the Contractor. Except as otherwise provided in this Contract, the Contractor expressly agrees to make no claim or maintain any action against the Authority for damages for suspension of or delay in the performance of this Contract occasioned by delays to or interruptions of the Work and agrees that any such claim shall be fully compensated for by an extension of time to complete performance.

SECTION 15 - SUSPENSION OF WORK

The Authority may order the Contractor to suspend the Work for the Authority's convenience for such period it may deem appropriate, provided that where such suspension is for an unreasonable period, an adjustment shall be made for any increase in the cost of performance of this Contract caused thereby. However, no adjustment shall be made where the Work is suspended or delayed by any other cause, including the fault, negligence or improper performance of the Contractor or of any other Contractor.

SECTION 16 - RISKS: INDEMNIFICATION

- A. Generally. The Contractor shall always be liable for, and indemnify and save harmless the Authority, its members, officers, agents and employees against and from all claim or damage arising from, upon or by reason of the breach by the Contractor of any covenants herein contained.
- B. Loss or Damage to the Work. All loss or damage to the Work howsoever caused, prior to the issuance of the Certificate of Final Acceptance, or to any equipment or materials used, installed or received by the Contractor, whether by fire, flood, vandalism or any other casualty or happening, shall be assumed and be borne by the Contractor, excepting any loss or damage caused by the willful negligence of the Authority after the award of the Contract. In the event of such loss or damage, the Contractor shall forthwith repair, replace, and make good the Work without cost to the Authority.
- C. Indemnification. If any person sustains injury or death, or loss or damage to property occurs, resulting directly or indirectly from the Work of the Contractor or his subcontractors, in their performance of this Contract, or from the Contractor's failure to comply with any of the provisions of this Contract or of law, or for any other reason whatsoever, the Contractor shall indemnify and hold the Authority harmless from any and all claims and judgments for damages and from costs and expenses to which the Authority may be subjected or which it may suffer or incur by reason thereof.
- D. The Contractor shall assume the risk of loss, damage, injury or delay due to the fault, acts, or omissions of other Contractors, or their subcontractors, saving only the right to extensions of time as herein provided, and to any cause of action against other Contractors or their parties. The acts or omissions of other Contractors shall not be deemed to be the acts or omissions of the Authority and the Authority shall not be responsible, liable, or answerable in any way to the Contractor by reason of such acts (or omissions. In the event of liability, loss, injury, delay or damage to the Work of this Contractor by reason of acts or omissions of other Contractors or their subcontractors, this Contractor shall forthwith replace, repair, and make good the Work and all damage and loss thereto without cost to the Authority.
- E. All loss or damages arising out of the nature of the Work to be done under the Contract, or for any unforeseen obstructions except as otherwise provided in the Contract, or difficulties which may be encountered in the prosecution of same, or from the action of the elements, shall be sustained by the Contractor.
- F. Risks Unaffected by Certain Acts. The coverage of any insurance which the Authority or the Contractor may have obtained under the provisions of the Contract or otherwise shall not be deemed to limit the Contractor's liability under this Section.
- G. Contractor to Defend. With respect to any claim made or suit brought against the Authority by any person arising out of, or resulting from, or in connection with any of the above risks assumed by the Contractor, the Contractor shall negotiate the settlement thereof or defend the same at his own cost

and expense, and pay all costs, expenses and judgments recovered against the Authority, its members, officers, agents and employees.

SECTION 17 - INSURANCE GENERALLY

- A. When Required. The Contractor shall not receive the award of this Contract until he/she has obtained all insurance required under this Contract, and until the policies of insurance have been approved by the Authority as to financial responsibility of the company, amounts, coverage, and form of policy, and receipts evidencing complete payment of premium therefore delivered to the Authority. One original counterpart of each policy, and of each extension of the Contractor's coverage made to include additional Work or subcontracts required under this Contract, shall be furnished to the Authority by the Contractor prior to commencement of Work by the Contractor and subcontractors.
- B. The Contractor shall not cause any policies to be canceled or permit them to lapse prior to the issuance of the Certificate of Final Acceptance and except as otherwise provided, all insurance policies shall include a clause to the effect that the policy shall not be canceled or changed until ten (10) days after the Authority has received written notice of such intended changes or cancellations as evidenced by returned receipt of registered letter.

SECTION 18 - TYPES AND AMOUNTS OF INSURANCE REQUIRED

- A. Worker's Compensation Insurance. The Contractor and each subcontractor shall provide adequate Worker's Compensation Insurance for all employees engaged in Work on this project who may come within the protection of the Worker's Compensation Law and, where practicable, Employer's General Liability Insurance for employees not so protected.
- B. Contractor's Bodily Injury and Property Damage Liability Insurance. The Contractor shall carry bodily injury and property damage insurance as respects to bodily injuries or death suffered or alleged to have been suffered, as well as property damaged, as a result of, or by reason of, or in the course of operations under this Contract, whether occurring by reason of the acts or omissions of the Contractor or any subcontractor or their employees, or by any person or persons not employed by the Contractor or any subcontractor, insuring the Contractor and subcontractors against loss or liability imposed by law upon the Contractor and the said subcontractors, or either, for damages on account of such injuries, or in death, or property damage. The insurance against loss from an accident resulting in bodily injuries or in death of one person shall be in the sum of not less than \$500,000.00 per occurrence and \$25,000.00 for property damage.
- C. The Contractor shall provide automobile liability insurance on owned, non-owned and hired motor vehicles used on or in connection with the site Work for a combined single limit for bodily injury and property damage of \$500,000.00 per occurrence.
- D. The Contractor shall provide owner's protective liability insurance to protect the Authority against liability claims for bodily injury, including death and property damage arising from the operations of the Contractor and his subcontractors for the limits of liability set forth in the preceding Paragraph B). Such insurance policy shall insure the Authority and shall contain by rider annexed to such policy, the following provisions:
 - (1) Notice under this policy by the insurance company should be addressed to the Authority as listed in the Advertisement for Bids in this Project Manual.
 - (2) If claim is made or suit is brought against the insured, the insured shall forward to the company as soon as practicable every notice, summons, or other process received by the insured.
 - (3) The policy shall not be canceled, terminated or modified by the company unless thirty (30) days prior written notice is sent by registered mail to the Contractor and the Authority addressed to the Authority as listed in the Advertisement for Bids in this Project Manual, nor shall it be canceled, terminated or modified by the Contractor without the prior written consent of the Authority.
 - (4) The presence of engineers or inspectors of the Authority on the site of the ~ Work performed shall not invalidate the policy of insurance.
 - (5) The policy shall not be invalidated by reason of any violation of any of the terms of any policy issued by the insurance company to the Contractor.

SECTION 19 - SURETIES

In the event this Contract requires the Contractor to furnish performance and payment bonds, such bonds shall be in the form prescribed by the Authority and shall be deemed to include the performance of all the Contractor's obligations under the guarantees by the Contractor or subcontractors contained in the Contract documents.

SECTION 20 - DEFAULTS

- A. The Authority shall have the right to declare the Contractor in default on the whole or any part of the Work if:
- (1) The Contractor shall fail to begin the Work to be done under the Contract on the date of award or the date otherwise specified in writing by the Authority, or if the Work shall be abandoned by the Contractor, or
 - (2) The Contract shall be assigned, or the Work sublet by the Contractor otherwise than as permitted by the Contract, or
 - (3) The Contractor has unnecessarily or unreasonably delayed the Work or any part thereof, or has persistently or repeatedly refused or failed to supply enough properly skilled workers or proper materials, or
 - (4) The Contractor has failed to make prompt payment to subcontractors, suppliers of materials, or other creditors, or has failed to observe or perform the provisions of any term whatsoever of the Contract, or
 - (5) The Contractor shall become bankrupt or insolvent, or makes an assignment for the benefit of creditors, or its affairs are placed in the hands of a receiver or trustee.
- B. Upon declaration of default in writing to the Contractor, the Contractor shall not begin or shall discontinue or not resume the Work. In such event, the Authority may take over the Work and prosecute the same to completion as agent for and at the expense of the Contractor, either directly or through other Contractors, with or without public advertisement, or by calling upon the surety or sureties, if any, to complete the Contract as provided for in the Performance Bond, and the Contractor and sureties shall be liable to the Authority for any loss, damage, extra cost, or detriment to the Authority thereby. The Authority may take immediate possession of and utilize in completing the Work all materials and equipment provided for the Work. The Authority may also adopt and enforce any subcontracts which may have been left for any part of the Work. The Authority's certificate as to the excess cost and excess time, if any, of completing the Work, and the amount of damage suffered, shall be binding and conclusive upon the Contractor and his sureties.

SECTION 21 - RIGHTS AND REMEDIES OF CONTRACTOR

The Contractor agrees that money damages are adequate compensation for any breach of the Contract which may be committed by the Authority, and that no default, act or omission of the Authority shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind it or (unless the Authority shall so direct in writing) to suspend or abandon performance. The Contractor hereby waives any and all rights and remedies to which he might otherwise be or become entitled because of any wrongful act or omission of the Authority, saving only the right to money damages.

SECTION 22 - DISPUTES AS TO THE WORK

A fundamental intent of the Contract is that all Work required by the Authority shall be promptly performed in accordance with its directions and to its satisfaction, but without prejudice to the rights of either party as to the proper determination of questions relating to compensation, damages, or other money payments or deductions from payments as provided in this Contract. The Contractor shall, under no circumstances, cause any delay of the Work during any dispute as to the Work or compensation or the meaning of the specifications or plans or drawings, or because of any dissatisfaction with any decision of the Authority, but shall proceed with the Work promptly, as directed.

SECTION 23 - CLAIMS

- A. If the Contractor claims that any instructions of the Authority, by drawings or otherwise, involve extra work entailing extra cost, or claims compensation for any damages sustained by reason of any act or omission of the Authority, or of any other persons, or for any other reason whatsoever, the Contractor shall, within twenty (20) days after such claim shall have arisen, file with the Authority written notice of intention to make a claim for such extra cost or damages, stating in such notice the nature and amount of the extra cost or damages sustained and the basis of the Claim against the Authority. If the Authority shall deem it necessary for proper decision, upon any notice filed hereunder, to require additional data, depositions or verified statements, the Contractor must furnish the same within twenty (20) days after written demand therefore upon him/her.
- B. The filing by the Contractor of a notice of claim and the compliance by the Contractor with the demand, if any, for additional data, depositions or verified statements, both within the time limited herein, shall be a condition precedent to the settlement of any claim or to the Contractor's right to resort to any proceeding or action to recover thereon, and failure to do so shall be deemed to be a conclusive and binding determination on the Contractor's part that he/she has no claim against the Authority for compensation for extra work or for compensation for damages, as the case may be, and shall be deemed a waiver by the Contractor of all claims for additional compensation or for damages.
- C. The Authority shall have the right at any time that a claim is made, or a lawsuit is brought by the Contractor on any account to audit the books and records of the Contractor with respect to all matters relating to the subject matter of the claim or lawsuit.

SECTION 24 - USE AND CARE OF PREMISES

The Contractor shall confine his apparatus, storage of materials, and operations to the limits indicated by law, ordinances, permits, and rules and regulations, and in accordance with the directions of the Authority. The Contractor shall not unreasonably encumber the premises with his materials. The Contractor shall maintain the premises in a neat and orderly condition and shall from time to time remove all plant, surplus materials, false work, and temporary structures of every nature resulting from his/her, or his/her subcontractor's, Work. The Contractor and all subcontractors must collect daily their accumulated rubbish and leave it where designated by the Authority for prompt removal. The Contractor shall assume the entire risk of loss or damage to any materials or equipment stored in any location made available at the project by the Authority.

SECTION 25 - PRECAUTIONS TO BE TAKEN; CLEAN AIR AND WATER

- A. The Contractor shall perform the Work with all due care and proper precaution, and in such manner as will afford the greatest protection to persons and property on or off the site of the project. The Contractor shall provide all the protection necessary for all materials and Work, whether in progress or completed, and whether incorporated in the project or not, against injury from any cause, and shall place and maintain all necessary and proper guards, lights, and other protective devices for the prevention of accidents and for the protection of workers and the public, and shall post danger signs warning against the hazards created by operations under the Contract. The Contractor shall observe all laws and regulations of the municipality in relation to obstructing the streets, keeping open passageways, and protecting the same where they are exposed and would be dangerous to the public.
- B. The Contractor at his own cost and expense shall make such arrangements as may be necessary or required to protect the Work from the time it is commenced until the Certificate of Final Acceptance is issued or until the Authority shall otherwise direct.
- C. In the event the Work of the Contract is at a federally-aided project, the Contractor shall comply with all the requirements of the Clean Air Act, as amended (42 U.S.C. Section 1857 et. seq.); the Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et. seq.) and Executive Order 11738.

SECTION 26 - PERMITS AND INSPECTION FEES

The Authority will arrange for the issuance by the proper governmental agency of all permits necessary for the performance of the Work without cost to the Contractor. The Contractor shall cooperate with the Authority in obtaining such permits, and it shall be the duty of the Contractor, prior to the commencement

of the Work, to attend at the office of the issuing department or agency and receive all such permits on behalf of the Authority .All fees required to be paid by the Contractor or any subcontractor for a license to practice their respective trades shall not be included under the heading of permits and must be obtained at the Contractor's expense. All permits are to be kept at the site of the Project until completion of that part of the Work pertaining to those permits and then turned over to the Authority.

SECTION 27 - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall give all required notices and comply with all federal, state, municipal, and departmental laws, local laws, ordinances, rules and regulations, notices, orders and any requirements as to permits and licenses which affect the Work, and which bear upon the conduct thereof and upon those engaged therein. All costs arising out of the performance of any Work contrary to any of these shall be borne by the Contractor. If the drawings or specifications are at variance with any of these, the Contractor shall promptly notify the Authority in writing so that any necessary changes may be made.

SECTION 28 - ORDER OF THE WORK

Unless otherwise specified in writing, the Contractor shall commence the Work under the Contract at the time of award. The Authority may also designate the first block, section, or area, or the first apartment, apartments, building or buildings within a block, section, or area, on which the Contractor shall commence Work. All Work shall be performed in such order and by such methods as will produce the best workmanship, economy, safety and speed.

SECTION 29 - ASSIGNMENT OF BUILDINGS

At the time of the commencement of Work, the Authority may not have all the apartments, buildings and the other spaces available. The Contractor shall proceed immediately with the Work in such apartments, buildings and other spaces as are made available by the Authority and will perform all other Work required under the Contract in such order and at such times as the Authority will direct.

SECTION 30 - FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all Work and for the coordination of the Work with that of other Contractors who may be engaged in the performance of Work at the Project.

SECTION 31 - PROGRESS CHART

- A. Progress Chart. At the time of commencement of Work the Contractor, if requested, shall furnish a satisfactory progress schedule which shall be in the form of a graph to suitable scale, indicating salient features of the Work and the expected status of the Work at any time. The progress schedule shall be submitted to the Authority for approval and for such modifications to such schedule as the Authority may deem necessary. The sequence of the performance of the Work may, however, from time to time be altered by the Authority.
- B. Authority May Require Satisfactory Progress. The Authority shall have the right, without any extra compensation to the Contractor, at any time when in the judgment of the Authority any Work is not proceeding in accordance with the approved progress chart or schedule, to require the Contractor to take such measures or adopt such methods as may be necessary , in the opinion of the Authority, to obtain and maintain satisfactory progress.

SECTION 32 - INSPECTION AND TESTS

- A. Generally. The Authority always shall have access to the Work, wherever and whenever it is in preparation or progress, and the Contractor shall provide facilities for such access for inspection. The Authority will maintain such inspectors as it shall deem necessary to inspect the materials and labor furnished and the Work done, but shall be under no obligation to do so, nor shall it assume any responsibility for defective Work which inspection mayor could have disclosed. All Work, materials, processes of manufacture, and all methods of construction shall always and places, including places of manufacture or origin, be subject to inspection and tests as may be determined by the Authority. In the event the Contractor informs the Authority that the Work or any part of the Work is complete for inspection, whether or not as an element of any requisition for partial payment and the Authority

subsequently determines that the Work or the part thereof does not pass inspection, the Authority shall charge the Contractor and the Contractor shall pay the Authority a fee of fifty dollars (\$50.00) as an administrative fee for the time and travel of the Authority staff directed to inspect such substantially incomplete Work or part thereof. The Authority may, without limitation, credit this fee against the Contract price or any other the Contractor may have with the Authority.

B. Allocation of Costs of Tests and Re-Examination for Work:

- (1) **Special Tests.** If the Contract Documents, the instructions of the Authority, local laws, or any public agency or officials require any Work to be specially ~ tested or approved, the Contractor shall give the Authority timely notice of its readiness for such inspection. All such tests or inspection shall be paid for by the Contractor, except as otherwise specifically provided for.
- (2) **Other Tests.** The cost of test of materials as may be required by the Authority will be borne by the Authority. If, however, the tests prove that the materials tested are not according to the requirements of the Contract, then the cost of such tests is to be borne by the Contractor.
- (3) **Re-Examination of Work.** Re-examination of questioned Work may be ordered by the Authority and if so ordered the Work must be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the Authority shall pay the cost of re-examination and replacement. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such cost. If any Work be covered up without the approval or consent of the Authority, such Work must, upon request of the Authority, be uncovered at the expense of the Contractor.

SECTION 33 - CORRECTION AND REPLACEMENT OF DEFECTIVE OR DAMAGED WORK

Right of Authority to Reject. The Authority may reject defective or unsatisfactory Work or materials. The Contractor shall proceed at once with the correction of rejected, defective, or unsatisfactory workmanship or materials and shall have all objectionable materials removed from the site (or any place used for storing materials for use on the Work) and replaced.

SECTION 34 - MATERIALS AND WORKMANSHIP; PATENTS

- A. **Quality and Suitability.** All materials, equipment and articles incorporated in the Work shall be new, unless the Authority shall otherwise direct in writing. All workmanship, equipment, materials, and articles incorporated in the Work shall be of the best grade of their respective kinds for their purposes. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.
- B. The Contractor shall indemnify , hold and save the Authority harmless from liability of any nature or kind, including claims, suits, judgments, costs, and expenses, for, or on account of any infringement, alleged infringement, or use of any patented or unpatented, or copyrighted or non-copyrighted invention, method, appliance, process, design, article or device manufactured or used in the performance of the Contract, and the Contractor shall defend all suits or claims by any person on account of the foregoing at its own cost and expense.

SECTION 35 - REFERENCE BY NAME, TECHNICAL WORDS, NUMBER, OR SYMBOL: "EQUAL" DEFINED

- A. **Reference by Name.** Specific reference in the Contract Documents to any article, product, materials, fixture, form, type of construction, equipment, appurtenance, or any other item to be incorporated into the Work or to be used in connection therewith, by name, make or catalogue number, is made only to establish a standard of quality and shall not be construed as limiting competition.
- B. **Reference by Technical Words.** Materials or Work specified herein in words which have a well-known technical meaning shall be held to refer to the standards which such words imply.
- C. **Reference by Number or Symbol.** Materials specified by reference to the number or symbol or a specific standard, such as a Commercial Standard, a Federal Specification, or other similar standard, shall comply with requirements in the latest revision thereof and any Amendment or supplement thereto in effect on the date of the Solicitation of Bids, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the Specifications, shall have full force and effect as though set forth herein.

- D. Use of Products Equal to Those Specified. If the Contractor obtains the prior approval of the Authority in writing, the Contractor may, substitute in lieu of any article or material specified by the Contract Documents a similar article or material which in the judgment of the Authority is equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended.

SECTION 36 - SAMPLES

The Contractor shall furnish for approval of the Authority, all samples as required by the Specifications or as directed by the Authority. When the Authority approves samples, the Work shall be in accordance with such approved samples. Each sample shall have a label indicating the material represented, its place of origin, and the name of its producer, the name of the Contractor, and the name of the Work for which the material is intended. The approval of any sample shall be only for the characteristics or for the uses named in such approval, and for no other matter.

SECTION 37 - COOPERATION WITH OTHER CONTRACTORS

The Authority reserves the right to and may award other contracts in connection with this Contract. If the Authority shall let other contracts in connection with this Contract, the Contractor shall afford such other Contractors reasonable opportunity for the introduction and storage of their materials, deposits of waste, and for the execution of the Work under such other contracts, and shall fully cooperate with such other Contractors and carefully fit, coordinate, and connect the Work of this Contract with that of the other contracts. This obligation shall be a part of the Work and shall also be subject to the direction of the Authority. It is expressly understood and agreed that the Contractor shall lay out and install the Work at such time or times and in such manner as not to delay or interfere with the progress of any other contractor's Work.

SECTION 38 - LOSS CAUSED BY OR TO OTHER CONTRACTORS

- A. Loss Caused by Other Contractors. Should this Contractor sustain any loss, damage, or delay through any act or omission of any other Contractor having a contract with the Authority for the performance of Work or delivery of materials upon the site, then this Contractor shall have no claim against the Authority for such loss, damage, or delay, but shall have recourse solely to such other Contractor. In the event another Contractor defaults in or abandons his contract, then the Authority shall have a reasonable opportunity to engage others to perform the uncompleted Work of the Contractor and shall not be liable for any delay, damage or loss which may be caused by the Work of this Contractor in the interim.
- B. Loss Caused to Other Contractors. If any other Contractor shall suffer loss, damage, or delay through the acts or omissions on the part of this Contractor, this Contractor hereby agrees to reimburse such other Contractor for his loss or damage. If such other Contractor shall assert any claim against the Authority on account of any loss, damage, or delay alleged to have been so sustained, the Authority shall notify this Contractor, who shall save the Authority harmless against all claims, losses, costs, expenses, fees, and other liabilities of whatsoever kind, including legal fees and expenses incurred by the Authority in defending any suit or suits based upon such claim or claims, and, any judgment or claim against the Authority shall be allowed, then this Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

SECTION 39 - WORK OF OTHER CONTRACTORS

If any part of this Contractor's Work depends on proper execution or results upon the work of any other Contractor, the Contractor herein shall inspect and promptly report to the Authority any defects in such Work that render it unsuitable for the proper performance and execution of this Contractor's Work. The failure of the Contractor herein so to inspect and report shall constitute acceptance by him of the Work done under other contracts as fit and proper to receive his Work and to become the basis thereof, except as to defects which may develop in the Work done under other contracts after the completion of the Work to be performed under this Contract. In the event that any of the Work performed hereunder becomes defective, inadequate, or unsatisfactory because of defects in Work done under other contracts which defects should or would have been discovered by a proper inspection of such Work by the Contractor herein, then this Contractor shall be responsible and liable to replace such damaged portions of this Work as if the Work of any other Contractor had not been involved.

SECTION 40 - ASSIGNMENTS

The Contractor shall not assign, transfer, convey, sublet (directly or indirectly), or otherwise dispose of this Contract, of any right, title, or interest in or to the same or any part thereof, or monies due or to become due there under, without the previous consent in writing of the Authority .Any such assignment made without such written consent shall be void. Nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Contractor for the benefit of his creditors made pursuant to the laws of the State of New Jersey.

SECTION 41 - SUBCONTRACTS

- A. The Contractor may not subcontract more than 65% of the Work unless otherwise agreed in writing by the Authority.
- B. The Contractor shall submit to the Authority for its written approval the names of subcontractors for any part of the Work together with full information as to their qualifications and ability to perform the Work satisfactorily.
- C. The Contractor shall, upon demand of the Authority, submit to the Authority a copy of each made with any subcontractor.
- D. The Authority and the Contractor are the only parties to this Contract. No ~ subcontract and no approval of any subcontractor shall create or be deemed to create any rights in favor of such subcontractor and against the Authority nor create any contractual relation between any subcontractor or suppliers of material and the Authority .The Contractor shall be as fully responsible to the Authority for the acts or omissions of subcontractors and all persons either directly or indirectly employed by subcontractors, as for the acts and omissions of persons directly employed by him/her.

SECTION 42 - COMPLIANCE WITH LABOR LAWS AND REGULATIONS

The Contractor shall comply with all provisions of the New Jersey Labor Law and any law, rule or regulation of the federal, state, or city governments, or agencies thereof, applicable to employees engaged in the performance of this Contract and their compensation, except as otherwise provided below.

SECTION 43 - PREVAILING WAGE RATES

- A. The Contractor shall pay to all laborers and mechanics employed in the Work not less than the wages prevailing in the locality of the Project, as predetermined by the Secretary of Labor of the United States pursuant to the Davis-Bacon Act (Title 40, U.S.C., Sections 276a -276a-5). Prevailing wage rate and supplemental benefits for trades or occupations anticipated to be applicable to the Work of this Contract are stated in the Amendments. Notwithstanding the stated wage rate, it shall be the Contractor's responsibility to become informed of, and to pay, the wage rates in effect at the time of performance in the event the wage rates then in effect are higher than the stated wage rates.
- B. Any prevailing wage rate (including basic hourly rate and any fringe benefits) determined under State law to be prevailing with respect to any employee in any trade or position employed under this Contract is inapplicable to this Contract and shall not be enforced by the Authority on employees engaged under this Contract whenever either of the following occurs:
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. 276a et seq.) to be prevailing in the locality with respect to such trade; or
 - (2) an applicable apprentice wage rate specified in an apprenticeship program registered with the Department of Labor or a DOL recognized State Apprenticeship Agency; or
 - (3) An applicable trainee wage rate specified in a DOL certified trainee program; or
 - (4) such prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.
- C. If any Contractor or subcontractor finds it necessary or desirable to exceed the prevailing wage rates set forth in this Contract, any expense incurred by the Contractor or subcontractor because of the payment of wages in excess of those set forth in this Contract shall not be considered cause for any

increase in the amount payable under this Contract. No right of recovery or claim shall be valid and enforceable against the Authority because of such payments.

SECTION 44 - EMPLOYMENT OF APPRENTICES AND TRAINEES

- A. Apprentices will be permitted to Work at less than the predetermined rate for the Work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with the United States Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in the first ninety (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 Journey persons in any craft classification shall not be greater than the ratio permitted to the Contractor's entire workforce under the registered program.
- B. Trainees. 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 United States Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training. The ratio of trainees to Journey persons shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training.

SECTION 45 - PAYMENT OF WAGES AND OBLIGATIONS

Prompt Payment Required. Every employee of the Contractor or subcontractor shall be paid in full, less deductions made mandatory by law, not less often than once in each week and in lawful money of the United States, or by check if the Contractor provides or secures convenient and satisfactory facilities for the cashing of such checks without cost or expense to the employee, in the full amount accrued to each individual at the time of closing of the payroll, which shall be at the latest date practicable prior to the date of payment.

SECTION 46 - HOURS OF WORK; OVERTIME

- A. No laborer, worker, or mechanic in the employ of the Contractor, subcontractor, or other person doing or contracting to do the whole or a part of the Work contemplated by the Contract, shall be permitted or required to work more than eight (8) hours in anyone calendar day or more than five (5) days in anyone week, except in cases of extraordinary emergency including fire, flood, or danger to life or property.
- B. No Contractor or subcontractor contracting for any part of the Contract Work may require or permit the employment of laborers or mechanics to be employed on such Work in excess of eight (8) hours in any calendar day in excess of forty (40) hours in any work week unless such laborer or mechanic receives compensation at a rate of not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours in any such calendar day, or in excess of forty (40) hours in any such work week, as the case may be.
- C. Non-Work Periods. No Work on the Contract site shall be done on Saturdays, Sundays or other regular non-working days (holidays) nor shall any Work be done before 8:00 A.M. or after 5:00 P.M. on regular working days, except in emergency and/or upon special permission or direction from the Contract Administration Department.

SECTION 47 - LABOR REPORTS AND PAYROLL RECORDS

- A. Statements of Amounts Due. Before any payments shall be made under this Contract, the Contractor and all subcontractors performing any part of the Work called for by this Contract must file in the Office of the Authority a verified statement as required by Section 220-a of the New Jersey Labor Law, verifying the amounts then due and owing from the Contractor and subcontractors filing such statements, to any and all laborers for daily or weekly wages on account of labor performed upon the Work under this Contract.

- B. Payroll Records. The Contractor and every subcontractor shall keep payroll records during the course of the Work and for a period of three (3) years thereafter for all laborers and mechanics employed. Such records shall contain the name and address of each such employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. The Contractor shall submit weekly to the Authority such copies and summaries (on forms furnished by the Authority, HUD Form D HUD-1, or equivalent) of all his payrolls and those each of his subcontractors as the Authority may require, together with an affidavit to the effect that such payroll is correct and complete, the wage rates contained therein are not less than those required by the provisions of the Contract Documents and that the classifications set forth for each laborer and mechanic conform with the Work performed. Such records shall be available for inspection by the Authority, the United States Department of Housing and Urban Development, the United States Department of Labor, the Industrial Commissioner of the State of New Jersey, and the Comptroller of the City/Town/Municipality in which this project resides, and the Contractor shall permit such representatives to interview employees during working hours on the job.

SECTION 48 - CONTRACTOR'S EMPLOYEES: LOCAL EMPLOYMENT

- A. The Contractor shall employ upon all parts of the Work only competent and trustworthy persons, including an expert and reliable supervisor or superintendent. The Contractor shall not employ persons or means which may cause strikes, stoppages, or similar troubles by workers employed either by the Contractor, the subcontractors, or other contractors or their subcontractors, or by other workers whose services affect the progress of the Work.
- B. In the event the Work of this Contract is at a federally funded project, the Contractor shall, to the greatest extent feasible, provide opportunities for training and employment to lower income residents of the project area, and let subcontracts for Work in connection with the project to business concerns which are located in, or owned in substantial part by persons residing in the area of the project, all in conformance with and subject to the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended. Refer to Special Notices Section 17500 Section Three Clause & Supporting Contract Documentation for additional information.

SECTION 49 - LABOR STANDARDS PROVISIONS - APPLICABLE TO FEDERALLY FUNDED CONTRACTS

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) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):
- (1) Minimum wages.
- (i) 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 paragraph (a)(1)(iv) of this section; 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 § 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 paragraph (a)(1)(ii) of this section) 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) The contracting officer shall require that 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. The contracting officer 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 the contracting officer 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 the contracting officer to the Administrator of the Wage and Hour Division, 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 the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, 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.
- (2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) 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, the (Agency) 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.
- (3) Payrolls and basic records.
- (i) 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.
 - (ii)
 - (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) 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 the (write in name of agency). 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 the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), 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 section 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 the sponsoring government agency (or the applicant, sponsor, or owner).
- (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 § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, 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 Regulations, 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 the (write the name of the agency) 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, the Federal agency 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

vide 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 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 shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by 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 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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
 - (10) Certification of eligibility.
 - (i) 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).
 - (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).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
 - (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 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 paragraph (b)(1) of this section 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 paragraph (b)(1) of this

section, in the sum of \$27 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 paragraph (b)(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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 paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section 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 paragraphs (b)(1) through (4) of this section.
- (c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.
- (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.
- (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 50 - NON-DISCRIMINATION -EQUAL OPPORTUNITY

A. In the hiring of employees for the performance of Work under this Contract or any subcontract hereunder, no Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of age, race, creed, color, sex or national origin discriminate against or intimidate any person who is qualified and available to perform the Work to which the employment relates. There shall be deducted from the amount payable to the Contractor by the Authority under this Contract a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of these provisions. This Contract may be canceled or terminated by the Authority, and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this Section.

B Equal Opportunity Commitments

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap, marital status or military service. The Contractor will undertake programs of affirmative action to ensure that applicants and employees are afforded equal employment opportunities without discrimination. Such action shall include, but not be limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post this Equal Opportunity clause in a conspicuous places available to all employees.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, age, handicap, marital status or military service.
- (3) The Contractor will send to each labor union or representative of workers, with which the Contractor has a collective bargaining agreement or other understanding, a notice to be provided advising the said labor union or worker's representatives of the Contractor's commitments under this Equal Opportunity clause, 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 Presidential Executive Order 11246, as amended, and all other Federal, State and City laws and Executive Orders relating to Equal Opportunity and with all the rules, regulations and relevant orders issued in relation to the fulfillment of said laws and Executive Orders.
- (5) The Contractor will furnish all information and reports required by the Housing Authority pursuant to Presidential Executive Order 11246, as amended, and in compliance with federal, state and city rules, regulations, and laws and Executive Orders related to Equal Opportunity and will permit access to books, records and accounts by the Housing Authority or other government agencies for the purposes of investigation to ascertain the Contractor's compliance with such laws and Executive Orders.
- (6) In the event of the Contractor's non-compliance with the Equal Opportunity provisions of the Contract or with any of the federal, state or city rules, regulations, laws and Executive Orders related to Equal Opportunity, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further governmental contracts in accordance with procedures authorized in Presidential Executive Order 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in state or city rules, regulations, laws and orders.
- (7) The Contractor will include the portion of the sentences immediately preceding Paragraph (1) and the provisions of Paragraphs (1) and the provisions of Paragraphs (1) through (7) in every subcontract of \$10,000.00 or more and in all purchase orders 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 Housing Authority may direct as a means of enforcing the equal opportunity provisions, including sanctions for non-compliance, 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 Housing Authority, the Contractor

may request the United States, New Jersey State, or the Housing Authority to enter into such litigation to protect the interests of the respective levels of governments.

- (8) The provisions of this Section are supplementary to, and not in lieu of, or in substitution for, the provisions of the New Jersey State Labor Law relating to nondiscrimination, and other applicable federal, state or city laws, ordinances, rules, regulations and Executive Orders.

SECTION 51 - FINAL INSPECTION

When the Work is practically completed, the Contractor shall notify the Authority in writing that the Work will be ready for final inspection on a definite date which shall be stated in such notice. Such notice shall be given at least ten (10) days prior to the date stated for final inspection.

SECTION 52 - CERTIFICATE OF FINAL ACCEPTANCE

- A. After completion and inspection of all the Work, the Authority will issue a Certificate of Final Acceptance which shall be filed in the office of the Authority. A copy thereof shall, upon such filing, be forwarded by the Authority to the Contractor.
- B. The Certificate of Final Acceptance may set forth minor items of uncompleted Work not preventing the Authority from making use of the Work or of the premises wherein the Work is performed, however, notwithstanding any other provision of the Contract, final payment shall not be due until all of the Work has been completed by the Contractor.
- C. If the Contractor unduly delays in the completion of the uncompleted Work the Authority, at its option, after notice to the Contractor, may terminate the Contract and deduct from the price the value of the uncompleted Work and any other cost and expense incurred, remitting to the Contractor, as and for final payment, any monies otherwise due the Contractor.
- D. Except through fault of the Contractor, loss or damage to the Work shall not be the Contractor's responsibility after issuance of the Certificate of Final Acceptance.

SECTION 53 - CONTRACTOR'S GUARANTEES

The Contractor hereby guarantees that upon completion of the Work all portions thereof will be in accordance with the Contract and will be perfect as to materials and workmanship and will so remain for a period of one (1) year except that in respect to items of uncompleted Work referred to in the preceding Section, such period shall commence on the date of their completion. Such period shall commence with the date of issuance of the Certificate of Final Acceptance. The Contractor further guarantees that during the period of the guarantee all defects to the Work and all damage caused to property of the Housing Authority by such defects or by the Work required to remedy such defects will be made good at the Contractor's expense. Upon demand, the Contractor shall furnish instruments separately evidencing the guarantees covered by the Contract.

SECTION 54 - CLEANING UP

Upon completion of the Work, the Contractor shall leave the Work and the premises in a clean, neat and perfect condition, satisfactory to the Authority.

SECTION 55 - LIMITATION OF ACTION OR SPECIAL PROCEEDINGS -WAIVER OF JURY

- A. Notwithstanding any other provisions of the Contract, no action or special proceeding shall lie or be maintained by the Contractor, his assignees, successors in interest, or anyone claiming under him, against the Authority upon any claim arising out of or based upon the Contract, or by reason of any act, omission or requirement of the Authority, unless such action or special proceeding shall be commenced within one (1) year after the date of issuance of the Certificate of Final Acceptance, regardless of the completion of items of uncompleted Work set forth therein, or upon any claim based upon monies to be retained for any period after the filing of such Certificate of Final Acceptance, unless such action or special proceeding is commenced within one (1) year after such monies become due and payable under the terms of the Contractor, or if the Contract is terminated, rescinded, revoked, annulled, or abandoned under the terms hereof, unless such action or special proceeding is commenced within one (1) year after the date of termination, rescission, revocation, annulment, or abandonment. The Contractor, his/her assignees, successors in interest, or anyone claiming under

him/her shall not be entitled to any additional time to begin anew any other action or special proceeding, if an action or special proceeding commenced within the times herein specified be dismissed or discontinued, notwithstanding any provisions in the Civil Practice Law and Rules to the contrary.

- B. It is mutually agreed by and between the Authority and the Contractor, his/her assignees, successors in interest or anyone claiming under him/her against the Authority upon any claim or upon any matter whatsoever arising out of, under or based upon the Contract, that the respective parties hereto shall, and they hereby do, waive trial by jury in any action, counterclaim or third party action, brought by either of the parties against the other, on any claim and upon any matter whatsoever out of, under, based upon or in any way connected with the Contract, except however from the foregoing, any action brought to recover, or based upon a claim for damages for personal injuries or death.

SECTION 56 - CONTRACTOR'S WARRANTIES

The Contractor represents and warrants:

- A. That no member of the City Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or any other officer or employee of the City/Town/Municipality in which this project resides or of the Housing Authority is, shall be or become interested, directly or indirectly, as contracting party, partner, stockholder, surety or otherwise, in this Contract, or in the performance thereof, or in any portion of the profits thereof.
- B. That no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise therefrom, provided that this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.
- C. That the Contractor holds a license, permit, or other special license, to perform the services included in this Contract as may be required by the Administrative Code of the City/Town/Municipality in which this project resides or employs or works under the general supervision of the holder of such license, permit or special license.
- D. The Contractor warrants good title to all materials, supplies, and equipment installed or incorporated in the Work, and agrees, upon the completion of all Work, to deliver the possession of the premises, together with all improvements thereon, to the Authority free from any claims, liens or charges.

SECTION 57- NON-LIABILITY OF THE MEMBERS OF THE AUTHORITY AND OTHERS

Neither the members of the Authority nor any officer, agent or employee thereof shall be charged personally by the Contractor with any liability or held liable to the Contractor under any term or provision of the Contract, or because of its execution or attempted execution, or because of any breach thereof.

SECTION 58 - MODIFICATION OF CONTRACT

No modification of or change in the Contract shall be valid or enforceable against the Authority unless it is in writing and signed by the Authority.

SECTION 59 - COMMUNICATIONS

- A. To be in writing. All notices, demands, requests, instructions, approvals, claims and orders between the Authority and the Contractor must be in writing.
- B. Delivery to Contractor. Any notice or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in the Form of Proposal (or at such other office as the Contractor may from time to time designate to the Authority in writing), or deposited in a sealed postpaid wrapper in any post office box regularly maintained by the United States Government, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office, or if delivered to the superintendent of the Contractor .
- C. Delivery to Authority .All papers to be delivered to the Authority shall be delivered to it at its principal office in the City/Town/Municipality in which this project resides, and any notice to and demand upon the Authority shall be sufficiently given if delivered to the Office of the Housing Authority , or

transmitted to the Housing Authority by registered United States mail in a sealed postpaid wrapper, or delivered with charges prepaid to any telegraph company for transmission.

SECTION 60 - PROVISIONS OF LA W DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein.

SECTION 61 - CANCELLATION AND DISQUALIFICATION FOR FAILURE TO WAIVE IMMUNITY

Upon the refusal of a person when called before a grand jury , governmental department, commission, agency or any other body which is empowered to compel the attendance of witnesses and examine them under oath, to testify concerning a transaction, contract, lease, permit or license entered into with the State, or any political subdivision thereof, or of any public authority or of a municipal housing authority or subcontract thereunder or a public authority or with any public department, agency or official of the State or a political subdivision thereof, and such refusal to testify is for a reason other than the assertion of his or her privilege against self-incrimination, upon being advised that neither his or her statement nor any information from such statement will be used against that person in any subsequent criminal proceeding;

- A. Such person, or any firm, partnership, corporation or other entity related to the aforesaid testimony of which he or she was at the time of the testimony a member, partner, director, officer, fiduciary , principal or employee may be disqualified for a period not to exceed five (5) years after such refusal from submitting bids for or entering into or obtaining any contract, lease, permit or license with or from the Authority or submitting bids for or entering into or obtaining any contract, lease, permit or license which will be paid in whole or in part out of monies under the control of or collected by the Authority , and
- B. Any and all such existing Authority contracts, leases, permits or licenses that said refusal to testify concerned may be canceled or terminated by the Authority and/or be subject to such other action appropriate under the circumstances thereto, in the discretion of the Authority for cause after a hearing, without the Authority incurring any penalty or damages on account of such cancellation or termination, but any, monies owing for goods delivered, Work done, rentals, permit or license fees due, prior to the cancellation or termination, shall be paid by the Authority.
- C. The term license or permit as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.
- D. Any disqualification, cancellation or termination hereunder shall be made after a hearing upon notice to the parties involved.

SECTION 62 - NO ESTOPPEL OR WAIVER

- A. The Authority shall not be precluded or stopped by any acceptance, certificate or payment, final or otherwise, made by any of its officers, agents or employees, from showing the true amount and character of the Work performed or that such acceptance, certificate or payment is incorrect or improperly made, and to recover on such account any monies paid in excess of those the Contractor is entitled to or any damages it may have sustained by reason of the Contractor's failure to comply with the Contract.
- B. No act done or permitted to be done by any member, officer, agent or employee of the Authority at any time shall be deemed to be a waiver of any provision of the Contract, excepting only a resolution of the members of the Authority providing expressly for such waiver.

SECTION 63 - CHANGED CIRCUMSTANCES

If, at any time after the execution of the Agreement, the Authority is informed of "Changed Circumstances" (as hereinafter defined) regarding the Contractor that the Authority in its sole discretion determines to be contrary to its best interest, the Authority in its sole discretion, may terminate the Agreement upon one (1) day's prior written notice to the Contractor. As used herein, the term "Changed Circumstances" shall mean:

- A. The initiation of any type of investigation by any federal, state or local governmental department, agency, authority or other instrumentality, or any federal, state or local prosecutor's office, into any activity or operation of the Contractor or any director, officer or principal shareholder, or
- B. The return of any federal or state grand jury indictment against the Contractor or any director, officer or principal shareholder.

In the event of any termination under this clause, the Contractor shall be entitled to payment as provided under the clause entitled "Termination for Convenience," except that the Authority shall have the right to part or all of any profit that would otherwise be payable under such clause in the event the indictment pertains in whole or in part to the solicitation, award or performance of this Agreement.

SECTION 64 - TERMINATION FOR CONVENIENCE

The Authority may, for any reason, terminate this Agreement upon ten (10) days prior written notice to the Contractor. In the event of such termination, the Authority shall, within thirty (30) days after receipt of the Contractor's invoice and all supporting documentation reasonably required by the Authority; pay the Contractor an amount equal to the Contractor's reasonable direct costs incurred in the performance of Work under this Agreement prior to termination, plus reasonable overhead and profit with respect to such Work, less the sum of all payments previously made to the Contractor under this Agreement, but in no event in excess of the pro rata portion of the total compensation payable under this Agreement with respect to such Work.

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. 1/31/2017)

Applicability. This form is applicable to any construction/development contract greater than \$100,000.

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 24 CFR 85.36, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

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

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

The information requested does not lend itself to confidentiality.

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

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1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officers shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (j) "Work" means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

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

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 Officers shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (j) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (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.

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

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

8. Differing Site Conditions

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

9. Specifications and Drawings for Construction

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

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

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

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

17. Temporary Buildings and Transportation of Materials

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

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

(a) Definitions. As used in this clause -

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

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

21. Use and Possession Prior to Completion

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

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

22. Warranty of Title

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

23. Warranty of Construction

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

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

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

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

26. Order of Provisions

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

27. Payments

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

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

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

Name

Title

Date

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

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

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

28. Contract Modifications

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

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

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

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustments 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 adjustments 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 therefor; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

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

36. Insurance

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

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

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

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

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

37. Subcontracts

(a) Definitions. As used in this contract-

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

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

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

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

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

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

39. Equal Employment Opportunity

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

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

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

41. Interest of Members of Congress

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

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

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

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

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

44. Royalties and Patents

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

45. Examination and Retention of Contractor's Records

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

46. Labor Standards - Davis-Bacon and Related Acts

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

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

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

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

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

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

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

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

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

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

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

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

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

47. Non-Federal Prevailing Wage Rates

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

48. Procurement of Recovered Materials.

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

SUPPLEMENTARY CONDITIONS

1. FUNCTION

- a. The following supplements modify, change, delete from or add to the "General Conditions", HUD Document HUD-5370, August 2016. Where any Article of the General Conditions is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect. For information needed where blank spaces occur in the General Conditions see Section 00010, Project Summary. For insurance limits see, "Project Insurance Requirements".
- b. Refer to Sections in Division 1 "General Requirements" for additional modifications, deletions and additions to the "General Conditions".

2. ACCIDENTS

Supplement Paragraph 13 - "Health, Safety, and Accident Prevention" as follows:

- b. The Contractor shall provide such equipment and facilities as are necessary or required, in case of accident, for first aid service to anyone who may be injured in the progress of the Work and he shall have standing arrangements for the removal and hospital treatment of any employee who may be injured or who may become ill.
- c. The Contractor shall report immediately to the Architect and Owner every accident to persons or damage to property and shall furnish in writing full information, including testimony of witnesses, regarding any and all accidents.

3. INSURANCE

Supplement Paragraph 36 - "Insurance" as follows:

- d. The Contractor shall indemnify and save harmless the Owner, Architect or their agents, officers, and the employees against all liability claims, suits, actions, judgments, and demands for damages of any character, name and description arising from accidents to persons or property occasioned by the Contractor, his agents, servants or employees or any other person or persons and against all claims or demands for any infringement of patent, trademark or copyright and against any claims or demands arising or recovered under the "Workman's Compensation Law", or of any other laws, by-laws, ordinances, orders or against Owner on account of any such accidents, claims or demands and will make good to, and reimburse, the Owner and Architect for any expenditures that said Owner or Architect may make by reason of such accidents, claims or demands. So much of the money due the said Contractor under and by the virtue of his Contract, as shall be considered necessary by the Architect, may be retained for the use of the Owner, or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid, shall have been settled, and suitable evidence to that effect furnished to the Architect and Owner.

- e. The Contractor shall not commence work under this contract until he has provided Insurance of such character and in such amounts as will provide adequate protection for the Owner, Architect, and for the Contractor against all liabilities, damages, and accidents and the Contractor shall maintain such insurance in force during the life of this Contract. The Contractor shall furnish the Owner with satisfactory proof of Insurance and the Owner shall be informed of cancellation of coverage within thirty calendar days of cancellation.

The Contractor shall furnish policies, and pay the premiums thereof, for all such insurance of whatsoever kind and amount necessary to provide complete protection to the Owner, Architect and the Contractor against liability for bodily injury or death and damage and accident of every kind. The Architect and Owner shall be named as additional insured in each policy of Insurance.

- f. The Contractor shall procure all insurance as called for in the "Owners Instructions for Bonds and Insurance" contained in these specifications and shall pay the premiums thereon. Neither approval by the Owner nor a failure to disapprove insurance furnished by the Contractor, shall release the Contractor of full responsibility for liability for bodily injury or death and damage and accidents as set forth herein.
- g. The minimum kinds and amount of Insurance to be carried by the Contractor, as required above, shall be as defined in the "Owners Instructions for Bonds and Insurance".
- h. All the insurance specified herein shall provide protection for the Owner, its representatives and employees, Architect or their agents, officers, and the employees and others lawfully on its property, shall be maintained until completion and acceptance of the Work. Satisfactory certificates of all required insurance coverage, including special endorsements, shall be forwarded to the Owner for approval before the Contract will be executed by the Owner, and certified copies of Insurance policies shall be furnished to the Owner promptly thereafter.
- i. 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.

4. HUD FORMS

The following HUD forms shall be used and are available from the Architect:
Periodical Estimate for Partial Payment
Schedule of Amounts for Contract Payments
Schedule of Change Orders
HUD Change Order

Schedule of Materials Stored
Summary of Materials Stored
Construction Progress Schedule
Statement of Compliance to Wage Rates

5. CONFLICTS OR DISCREPANCIES IN THE DOCUMENTS

- a. Conflicts, discrepancies and inconsistencies in the documents shall be handled as described in the Instruction to Bidders. Such Conflicts, Discrepancies and Inconsistencies shall be interpreted by the Architect, and this interpretation shall be final. Furthermore, if a task is called for to be done by the Contractor in the specifications or drawings and the entire section or portion of a section describing that task is not included in the specifications, the Contractor is not relieved from performing that task. Lacking that portion of the specification, the task shall be performed using normally accepted standards governing materials and workmanship as established by the appropriate trade organization and/or governmental and private bodies involved in regulating that trade. Conflicts, discrepancies and inconsistencies in the documents shall be brought to the attention of the Architect during the bidding period for interpretation as described in the Instructions to Bidders.

6. CONTRACT DOCUMENTS FOR CONSTRUCTION

- a. The Contractor shall receive two (2) sets of plans and specifications from the Owner at no cost for his use in performing the work. If additional sets are required, they shall be made available by the Architect at the same cost per set as the deposit which was required during bidding.

7. CHANGE ORDERS

- a. In addition to the methods described elsewhere in the specifications used in determining adjustments to the Contract Sum, the Contractor agrees that the Owner may, at the Owner's option, when there is a disagreement with the amount of contract sum change, use the appropriate cost data from the latest edition, as of the date of the signing of the Contract for Construction, of R.S. Means Co, "Building Construction Cost Data" and other Means-Related Publications.

END OF SECTION

ADDITIONAL SUPPLEMENTARY HUD GENERAL CONDITIONS

The following supplements modify the "General Conditions of the Contract for Construction" H.U.D._5370 (8/16) found in Section 00530. Where a portion of the General Conditions is modified or deleted by these supplements, the unaltered portions shall remain in effect.

Refer to Sections in Division 1_ "General Requirements" for additional modifications to the "G 1 Conditions of the Contract for Construction".

CONDUCT OF WORK

1. Definitions

Add the following definitions:

(m) "Project Manual" means the volume assembled for the Project which includes the bidding requirements, contract forms, contract requirements, technical specifications and sample forms.

(n) "Authority" means the same as "PHA / IHA"

(o) "Contract Documents" means the same as "Contract"

2. Contractor's Responsibility for Work

Add para. 2(a) (1); Contractor shall send copies of all correspondence concerning any matter of a contractual and/or technical nature to both the Authority and the Architect.

Add para. 2(a) (2); The Contractor" and the subcontractors may maintain such office and storage facilities on the site as may be necessary to properly conduct the work. These shall be arranged so as to cause no interference with any work which is to be performed on the site. The location of such facilities shall be coordinated with the Authority prior to the start of the work.

Add para. 2(a) (3); Upon completion of the project, or as directed by the Authority, the Contractor shall remove all temporary structures and facilities, that belong to them (job office trailers, storage trailers, etc.) from the site, and leave the premises in the condition required by the Contract Documents.

Add para. 2 (f) (1); Contractor shall make every effort to complete work as expeditiously as possible as to minimize interference with the day-to-day operations of the Authority. In all cases work shall be conducted in such a way that it does not obstruct access or passage by the Authority's personnel to or from any part of the Project area(s).

Add para. 2(g) (1); The Contractor shall exercise extreme care always to maintain cleanliness in his operations, avoid fire and accident hazards and remove all debris promptly at the end of each day's work. It shall be the Contractor's responsibility to keep the premises clean of construction dirt, dust and debris and to maintain conditions entirely acceptable to the Authority at all times. This requirement will be rigidly enforced. Upon completion of work specified, all debris equipment and unused materials provided for the work shall be removed from the sites and the premises shall be cleaned, to the satisfaction of the Authority.

3. Architect's Duties, Responsibilities, and Authority

No changes to this Clause.

4. Other Contracts

No changes to this Clause.

CONSTRUCTION REQUIREMENTS

5. Preconstruction Conference and Notice to Proceed

Add para. 5(b) (1); Contractor shall commence work at the project site(s) not more than ten (10) working days (weekends and holidays are excluded) after the date of the Notice to Proceed. Work shall progress from the time the Contractor arrives on the site, and shall proceed with a proper and sufficient force of workmen and ample supply of materials to complete the Project at the earliest possible date and not later than the Completion Date established by the Contract Period (refer to Clause 25).

6. Construction Progress Schedule

Para. 6(a); in lieu of "...within five days after the work commences on the contract or another period of time determined by the Contracting Officer, ..." substitute: "...immediately upon Notification of Award and prior to the start of the work, ..."

Add para. 6(a) (1); The form of the Progress Schedule shall be "H.U.D. Construction Progress Schedule".

Add para. 6(a) (2); Adequate notice must be given to the Authority prior to commencing work at any location. Contractor must notify the Authority in advance of any operation or work that will affect occupied units. Such notice must be presented to the Authority in sufficient time to allow for resident notification twenty-four (24) hours in advance of the intended work.

Add para. 6(a) (3) as follows:

(3) WORK DURING AUTHORITY HOLIDAYS

(3.1) The Contractor shall not be permitted to work during Authority Holidays unless the following conditions are met:

a. Prior approval is granted by the Authority. It is at the sole discretion of the Authority whether to allow work to be conducted.

b. No work is to be concealed. Prior to concealing or otherwise making it impossible to view work performed, the Contractor shall arrange for an inspection by the Authority. Work not so inspected and approved shall be cause for the Authority to require the work to be exposed and examined at the sole cost of the Contractor. Unacceptable and/or noncomplying work shall be removed, repaired, restored or replaced as required by the Authority at the Contractor's expense. Temporary protection of work which must remain exposed shall be in accordance with the

Contract Documents. In no case shall work be left unprotected which may be a threat to the health and safety of the public.

c. Reimbursement of the Authority's inspection costs. If the Authority deems it necessary or, if requested by the Contractor, the Authority may provide full time inspection services on a Holiday. The cost for these services shall be reimbursed by the Contractor.

Add para. 6(a) (4) as follows:

(4) WORK WEEK

(4.1) The Authority's regular work week is from Monday to Friday. The hours of work are from 8:30 A.M. to 4:00 P.M. The Contractor shall conform to this schedule unless written permission is given by the Authority to deviate from this schedule.

7. Site Investigation and Conditions Affecting the Work.

No changes to this Clause.

8. Differing Site Conditions.

No changes to this Clause.

9. Specifications and Drawings for Construction.

No changes to this Clause.

10. As Built Drawings

Add para. 10(a) (1); In addition to requirements set forth in H.U.D.'s General Conditions and those set forth below, refer to Section 01720, "Project Record Documents".

Add para. 10 (a) (2); The Contractor shall continuously record all "AS-BUILT" information throughout the work clearly marked and highlighted on a reproducible set of the original documents prepared and reproduced by the Contractor at his expense. All Change Orders and other variations from the original Contract Documents shall be recorded in black pen or pencil and noted as a change on the "AS-BUILT" drawings. The Contractor shall pay for the reproducible set of drawings on which the changes are to be recorded. At the end of the work, the Contractor will submit to the Owner the bound, reproducible original, two bound, full size copies and two, bound, 1/2 size reduced copies. The Contractor shall pay the cost for reproduction and reduction. No Final Payment will be made on the Contract until "AS-BUILT" drawings as described above have been received and are satisfactory to the Contracting Officer for the Authority.

11. Material and Workmanship

Add para. 11(a) (1) as follows:

(1) BUY AMERICAN

(1.1) The Contractor shall comply with the provisions of Chapter 33, Title 52 of the Revised Statutes (R.S. 52:33_1, et. seq.) requiring that preference be given to the use of domestic materials or as same be governed by Federal Law Regulation.

(1.2) "Domestic Construction Material" means an un-manufactured construction material which has been mined or produced in the United States, or a manufactured construction material which has been manufactured in the United States if, the cost of its components which are mined, produced, or manufactured in the United States exceed fifty (50) percent of the cost of the components. The cost of components shall include transportation costs to the place of incorporation into the construction material and, in the case of components of foreign origin, whether or not a duty-free entry certificate may be issued.

Add para. II(a) (2) as follows:

(2) SUBSTITUTIONS

(2.1) Contractors are directed to refer to "Product Options and Substitutions" for specific additional requirements relative to substitutions.

12. Permits and Codes

Add para. 12(b); The Contractor shall contact the local Construction Official and inquire as to the types of permits required for the execution of the Contract and costs for the required permits. The Contractor shall pay for the cost of all permits and will not be reimbursed for such by the Authority. All construction work must be reviewed by the local Construction Official. **NO WORK MAY BEGIN UNTIL ALL PERMITS ARE OBTAINED.** Copies of all permits are to be filed with the Contracting Officer for the Authority.

Add para. 12(c) as follows:

(c) CERTIFICATES OF OCCUPANCY OR CERTIFICATE OF ACCEPTANCE

(1) It will be the Contractor's responsibility to obtain, and pay for, a "Certificate of Occupancy" or "Certificate of Acceptance", for each dwelling unit or building covered under this Contract, from the appropriate Local Authority.

13. Health Safety and Accident Prevention.

No changes to this Clause.

14. Temporary Heating

No changes to this Clause.

15. Availability and Use of Utility Services.

No changes to this Clause.

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

No changes to this Clause.

17. Temporary Buildings and Transportation of Materials.

No changes to this Clause.

18. Clean Air and Water.

No changes to this Clause.

19. Energy Efficiency.

No changes to this Clause.

20. Inspection and Acceptance of Construction

No changes to this Clause.

21. Use and Possession Prior to Completion

No changes to this Clause.

22. Warranty of Title

No changes to this Clause.

23. Warranty of Construction

Add para. 23(a) (1); GUARANTEE PERIOD - The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of ONE (1) YEAR from the date of Final Acceptance of the work unless a longer period is ordered by the Authority. The Authority will give notice of observed defects with reasonable promptness.

Add para. 23(a) (2); Neither the Final Certificate of Payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Authority shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties of responsibility for faulty materials or workmanship.

24. Prohibition Against Liens

No changes to this Clause.

ADMINISTRATIVE REQUIREMENTS

25. Contract Period

Alter the para. as follows: "The Contractor shall complete all work required under this Contract within the CONTRACT PERIOD in the PROJECT SUMMARY, beginning from

the effective date of the Contract, or within the time schedule established in the Notice to Proceed issued by the Contracting Officer."

Add para. 25 (a); The work shall be commenced at the time stipulated in para. 5(b) (1) of this Section and shall, be completed within the Contract Period specified above. The Contract Period is all inclusive, covering all the work required to complete the Project, including but not necessarily limited to submission and approval of Shop Drawings, application and receipt of Building Permits, inspections and approvals by Construction Officials, etc.

26. Order of Precedence

No changes to this Clause.

27. Payment

No changes to this Clause.

28. Contract Modifications

No changes to this Clause.

29. Changes

Add para. 29 (f)(2.1); Overhead (Indirect Costs) on Changes to this Project are hereby fixed at the rate of ten (10) percent of the Direct Cost of the Change.

Add para. 29 (f) (3.1); Profit on Changes to this Project is hereby fixed at the rate of ten (10) percent of the Direct Cost of the Change.

Add para. 29 (k); When there is a disagreement with the amount of a Change to this Project, the Contracting Officer may, at the Contracting Officer's option, use the appropriate cost data from the latest edition, as of the signing of the contract, of the R.S. Means Co., Inc., "Building Construction Cost Data" and other Means publications or other industry cost indices approved in advance by the Contracting Officer to adjust the amount in disagreement.

30. Suspension of Work

No changes to this Clause.

31. Disputes

Add to Para. 31 (a) (1); The PHA shall have the right to defer the beginning or to suspend the whole or any part of the Work herein contracted to be done whenever, in the opinion of the Contracting Officer, it may be necessary or expedient for the PHA to do so. If the Contractor is delayed in the completion of the Work by act, neglect, or default of the PHA, of the Architect/Engineer or any of the contractors employed by the PHA upon the Work; by changes ordered in the Work; by strikes, lockouts, fire, unusual delays by common carriers, unavoidable casualties or by cause beyond the contractor's control; or by any

cause which the Contracting Officer shall decide to justify the delay; then for all such delays and suspensions, the Contractor shall be allowed one calendar day additional to the time herein stated for each and every calendar day of such delay so caused in the completion of the Work as specified herein above, the same to be determined by the Contracting Officer, and a similar allowance of extra time will be made for such other delays as the Contracting Officer may find to have been caused by the PHA. No such extension shall be made for anyone or more of such delays unless, within ten calendar days after the beginning of such delay, a written request for additional time shall be filed with the Contracting Officer. Apart from extension of time, no payment for or allowance of any kind shall be made to the Contractor as compensation for damages because of hindrance or delay from any cause in the progress of the Work, whether such delay be avoidable or unavoidable.

The Contractor shall not be entitled to any damages or extra compensation from the PHA because of any Work performed by the PHA or any other contractor or the Architect/Engineer or any other party, or by reason of any delays whatsoever, whether caused by the PHA or any other party including, but not limited to, the delays mentioned in this Clause.

Add to Clause 31(c) (1); Time Limit on Claims: All claims by the Contractor must be initiated within twenty-one, (21) days after the occurrence of the event giving rise to such claim or within 21 days after the Contractor first recognizes the condition giving rise to such claim, whichever is later.

Delete Para. 31(e) and substitute the following Para. 31(e); The Contracting Officer's decision shall be final unless the Contractor (1) appeals to a higher level within the PHA in accordance with the PHA's policy and procedures or (2) refers the appeal to an independent mediator. At the sole option of the Contracting Officer, further appeals by the Contractor may be made to (1) an independent arbitrator or (2) a court of competent jurisdiction. All such appeals must be made within thirty (30) days after the receipt of the Contracting Officer's decision. Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Arbitration shall be in accordance with the Construction Industry Rules of the American Arbitration Association.

32. Default

No changes to this Clause.

33. Liquidated Damages

Add para. 33(a) (1) ; Inasmuch as the exact amount of damage and loss to the Authority, which will result from failure of the Contractor to complete the Project within the Contract Period herein specified, is difficult to ascertain, the damages for delay in case of such failure, shall be liquidated in the amount indicated in the Project Summary, for each consecutive day (Sunday and Holidays included) by which the Contractor shall fail to complete the Project under this Contract in accordance with the provisions hereof. Such Liquidated Damages shall be deductible from any funds due, or thereafter to become due, the Contractor under this Contract.

Add para. 33(a) (2) ; The AMOUNT of LIQUIDATED DAMAGES shall be as stated in the Project Summary.

Add para. 33(d); The Liquidated Damage provision contained in this Contract shall not be the exclusive damage remedy available to the Authority for breach or default hereof; and the parties hereto agree that the Authority shall, in its discretion, additionally have the right to assert and claim any real or actual damages which may be sustained by it.

Add para. 33(e); In addition to Liquidated Damages, be advised that in the event of late performance on this Contract, the Authority reserves the right to consider any unjustified delay beyond the specified Contract Completion Date, as bearing on the Contractor's ability to perform future Contracts for the Authority.

Add para. 33(f); The Contractor shall not be penalized or charged with Liquidated Damages because of any delays in the completion of the Contract due to unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to: acts of God, or the Public enemy, acts of the Government, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, blackouts, trade disputes and unusually severe weather conditions. Documentation of any, and all, delays must be provided to the Authority by the Contractor.

Add para. 33(9); The Contractor agrees that the Authority may deduct from the Contract Sum any professional fees paid by the Authority to the Architect and/or Inspectors for inspections and related services rendered after the number of days allowed in the Contract for the completion of the Project.

34. Termination for Convenience

No changes to this Clause.

35. Assignment of Contract

No changes to this Clause.

36. Insurance

Add para. 36(a) (1); The Contractor shall procure all insurance as called for in "PROJECT INSURANCE REQUIREMENTS" contained herein, and shall pay the premiums thereon. Neither approval by the Authority nor a failure to disapprove insurance furnished by the Contractor, shall release the Contractor from full responsibility for liability for bodily injury or death and damage and accidents as set forth herein.

Add para. 36(a) (2); The insurance required to be furnished by each subcontractor shall be limited to the types of insurance required by Para. 36(a) (1), (2) and (3) in the amounts and conditions required by "PROJECT INSURANCE REQUIREMENTS".

Add para. 36(b) (1); The Contractor shall not commence work under this Contract until he has provided Insurance of such character and in such amounts as will provide adequate protection for the Authority, the Architect and for himself against all liabilities, damages, and accidents. The Contractor shall maintain such insurance in force during the life of this

Contract. The Contractor shall furnish the Authority with satisfactory proof of Insurance (i.e. Certificates of Insurance, certified copies of Insurance Policies) prior to the commencement of work. The Authority shall be informed of any cancellation of coverage within TEN (10) calendar days of the intended cancellation.

Add para. 36(b) (2); The Contractor shall provide the Builder's Risk Insurance more specifically described in para. 36(b) and "PROJECT INSURANCE REQUIREMENTS". Delete the last sentence of para. 36(b).

Add para. 36(c) (1); Bonding and Insurance Companies must be listed in the Federal Government's latest edition of Circular 570 and be admitted to do business in the State of New Jersey by the New Jersey Insurance Commissioner. Bonds and insurance issued by companies not on this list will not be acceptable.

Add para. 36(d); The Contractor shall indemnify and save harmless the Authority, the Architect and their agents, officers, and employees against all liability claims, suits, actions, judgments, and demands for damages of any character, name and description arising from accidents to persons or property occasioned by the Contractor, his agents, servants or employees or any other person or persons and against all claims or demands for any infringement of patent, trademark or copyright and against any claims or demands arising or recovered under "Workmen's Compensation Law", or of any other laws, by-laws, ordinances, orders or against the Authority on account of any such accidents claims or demands and will make good to, and reimburse, the Authority and Architect for any expenditures that said Authority or Architect may make by reason of such accidents, claims or demands. So much of the money due the said Contractor under and by the virtue of his Contract, as shall be considered necessary by the Architect, may be retained for the use of the Authority, or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid, shall have been settled, and suitable evidence to that effect furnished to the Architect and the Authority.

Add para. 36(e); The Contractor shall furnish policies, and pay the premiums thereof, for all such insurance of whatsoever kind and amount necessary to provide complete protection to the Authority, Architect and the Contractor against liability for bodily injury or death and damage and accident of every kind. The Architect and the Authority shall be named as additional insured in each policy of Insurance.

Add para. 36(f); All the Insurance specified herein shall provide protection for the Authority, its representatives and employees, and others lawfully on its property, and shall be maintained until completion and acceptance of the Work. Satisfactory certificates of all required insurance coverage, including special endorsements, shall be forwarded to the Authority for approval before a Contract will be executed by the Authority.

37. Subcontracts

No Changes to this clause.

38. Subcontracts with Small/Minority Firms, Workmen's Enterprise / Labor Surplus Area Firms

No changes to this Clause.

39. Equal Employment Opportunity

Add para. 39(b) (1); In addition to requirements set forth in Clause 39 of the General Conditions, Contractor's are directed to familiarize themselves with requirements of "Public Agency Regulation for Awarding Contracts Pursuant to P.L. 1975, Chapter 127 (N.J.A.C. 17:27).

Add para. 39(b) (2); Any minority tenant hired under provisions set forth in Supplementary General Conditions Clause 40 para. (a) (1) may be applied to meet the requirements of the Contractor's Affirmative Action Plan.

Add para. 39(b) (3); This Contract is subject to compliance with H.U.D. Minority and Women's Business Enterprise Opportunity goals. A minimum goal stated in the Housing Authority General Conditions, should be awarded to minority business concerns.

40. Equal Opportunity / Businesses / Lower Income Persons

Add para. 40(a) (l)as follows: (1) TENANT EMPLOYMENT:

(1.1) The Contractor will be required to undertake an affirmative and aggressive employment policy to afford a preferential hiring procedure to tenants in all jobs and training opportunities generated by this contract. If he has collective bargaining agreements with labor organizations, he must submit evidence that the said labor organizations are aware of and approve of the hiring procedures stated above.

(1.2) A list of potential tenant employees will be provided to the Contractor by the Authority. The Contractor agrees to select from this list the tenants to be employed as a condition of this Contract at a ratio of at least one (1) tenant to every twelve (12) employees. If the Contractor has less than twelve (12) employees, one (1) tenant must be hired after the eighth (8th) employee. Contact the Authority Compliance Officer for other hiring regulations.

(1.3) All tenants employed as laborers, trainees, apprentices, and mechanics by the Contractor or his Subcontractor(s) shall be paid wages at rates not less than those prevailing on similar construction in this locality, as determined by the Secretary of Labor in accordance the Davis Bacon Act as amended (40_U.S.276a_ 276a5).

Add para. 40(f)as follows:

(f) MINORITY BUSINESS ENTERPRISE (M.B.E.) REQUIREMENTS

(1) Executive Order 123432 of July 14, 1983, entitled "Minority Business Development" is intended to insure the participation of minority owned businesses in H.U.D. funded programs and to fulfill objectives for minority business involvement in Federally funded programs.

(2) A "Minority Business Enterprise" means a business enterprise that is fifty-one (51) percent or more owned, controlled and actively operated by one or more persons who are classified as a part of a socially and economically disadvantaged

group. Such socially disadvantaged persons include, but are not limited to Blacks, American Indians or Alaskan Natives, Hispanics, and Asian or Pacific Islanders.

(3) All Contractors having contracts with the Authority for supplying labor and /or materials and / or supplies will be required to have Minority Business Enterprises provide twenty (20) percent of the dollar value of the Contract.

(4) The Authority will require that the Contractor provide evidence that the Minority Business Enterprise requirements are being met during the duration of the Contract.

(5) In the event the Authority determines the Contractor is not in compliance, or that the condition appears to be developing, the Authority shall then take steps necessary to correct the situation in order to be in compliance.

(6) The above referenced M.B.E. requirements are considered to be integral and substantive portions of this Contract, in the same fashion as all other substantive portions of this Contract, and breach or noncompliance therewith will result in a breach and / or default of the Contract, with imposition of any and all sanctions provided for herein as may be appropriate in the discretion of the Authority.

41. Indian Preference

No changes to this Clause.

42. Interest of Members of Congress

No changes to this Clause.

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

No changes to this Clause.

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

No changes to this Clause.

45. Royalties and Patents

No changes to this Clause.

46. Examination and Retention of Contractor's Records

No changes to this Clause.

47. Labor Standards - Davis Bacon and Related Acts

No changes to this Clause.

48. Labor Standards Non-Routine Maintenance

Not applicable.

49. Non-Federal Prevailing Wage Rates

Add para. 49(b); A schedule of the minimum rates of pay applicable to this Contract is attached as "Wage Rate Determination"

END OF SECTION

FORM OF CONTRACT

THE FOLLOWING DOCUMENT MAY BE USED AS THE FORM OF CONTRACT BETWEEN THE HOUSING AUTHORITY AND THE SUCCESSFUL BIDDER. THE HOUSING AUTHORITY RESERVES THE RIGHT TO MODIFY THE EXACT WORDING AND PROVISIONS OF THE DOCUMENT. THE FINAL FORM OF CONTRACT WILL INCLUDE THE LANGUAGE FOR MANDATORY CONSTRUCTION CONTRACT DISPUTE PROCEDURES AS REQUIRED BY P.L. 1997, C. 371 (N.J.S.A. 40A:11-41.1):

N.J.S.A. 40A:11-41.1 All construction contract documents entered into in accordance with the provisions of P.L. 1971, c. 198 (C. 40A:11-1et seq.) after the effective date of P.L. 1997 c. 371 (C. 40A: 11-41.1) (January 13, 1998) shall provide that disputes arising under the contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. Nothing in this section shall prevent the contract unit from seeking injunction or declaratory relief in court at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontractors to be entered into pursuant to P.L. 1971, c. 198 (C. 40A:11-1et seq.).

Notwithstanding industry rules or any provision of law to the contrary, whenever a dispute concerns more than one contract, such as when a dispute in a contract involving construction relates to a contract involving design, architecture, engineering or management, upon the demand of a contracting party, other interested parties to the dispute shall be joined unless the arbitrator or person appointed to resolve the dispute determines that such joinder is inappropriate. Notwithstanding industry rules or any provision of law to the contract, whenever more than one dispute of a similar nature arises under a construction contract, or related construction contracts, upon the demand of a contracting party, the disputes shall be joined unless the arbitrator or person appointed to resolve the dispute determines that the disputes are inappropriate for joinder.

For the purposes of this section, the term "construction contract" means a contract involving construction, or a contract related thereto concerning architecture, engineering or construction management.

FORM OF CONTRACT

THIS AGREEMENT made on _____, 20____, by and between

hereinafter called the "Contractor", and

hereinafter call the "Authority".

WITNESSETH, that the Contractor and the Authority for the consideration stated herein agrees as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor, materials, tools, and equipment and shall perform all work required in the Contract Documents

FOR

AT

which are incorporated herein by reference and made a part hereof.

ARTICLE 2. Time of Completion. The Contractor shall commence work under this Contract on a date specified in the written Notice to Proceed issued by the Authority, and shall fully complete all work thereunder within _____ calendar days after the effective date thereof.

ARTICLE 3. Contract Price. The Contract Price shall be

Dollars. (_____)

ARTICLE 4. Payment. Payment shall be made as set forth in the Contract Documents referred to above, specifically the "HUD General Conditions" of the Specifications.

ARTICLE 5. Contract Documents. Contract Documents shall consist of the following component parts:

1. This Instrument.
2. General Conditions - Form HUD-5370 (11/92).
3. Invitation For Bids.

4. Supplemental Instructions to Bidders and Special Conditions of the Specifications.
5. Summary of Work and Special Requirement.
6. Detailed Specifications as prepared by _____ dated _____.
7. Contractor's Bid as Accepted by the Authority.
8. Plans - as prepared by _____
_____ consisting of _____
dated _____.
9. Addenda (if any).

This instrument together with the documents enumerated in this Article form the Contract and they are as fully a part of the Contract as if hereto attached or herein repeated. In the event that any provisions in one of the component parts of this Contract conflicts with any provisions of any other component part, the provisions in the component part first enumerated in Article 5, item 2 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the date and year first above written.

(Seal)

In presence of:

(Contractor)

By _____

Title _____

Address _____

(Seal)

In the presence of:

(Authority)

By _____

Title _____

Address _____



SECTION III TECHNICAL SPECIFICATIONS, WAGE RATES & DRAWINGS

For

GROUND FLOOR UPGRADES AT ABBOTT, FRENCH & JOSEPHSON IFB # PH01SB1119

for the

**HOUSING AUTHORITY
of the CITY of TRENTON**
875 New Willow Street
Trenton, New Jersey 08638

JELANI GARRETT
Executive Director

AUGUST 2019

ARCHITECT

HABITECH ARCHITECTURE, LLC
TWELVE PINECREST DRIVE
MEDFORD, NEW JERSEY 08055
(609) 413 - 2566
Architecture • Building Systems • Planning

SECTION 01021
CASH ALLOWANCES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: To provide adequate budget and bonding to cover items not precisely determined by the Owner prior to bidding, allow within the proposed Contract Sum the amounts described below.
- B. Related work:
 - 1. Documents affecting work of this section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Other provisions concerning Cash Allowances also may be stated in other Sections of these Specifications.

1.2 SPECIFIC CASH ALLOWANCES

- A. General Allowances:
 - 1. Allow the amount stipulated in the project summary for unspecified changes in the work as directed by the Architect. Any monies not expended from the allowance shall be returned in full to the Owner at the completion of the work.

END OF SECTION

SECTION 01045
CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section establishes general requirements pertaining to cutting (including excavating), fitting, patching of the Work required to:
 - 1. Make the several parts fit properly;
 - 2. Uncover work to provide for installing, inspecting, or both, of ill-timed work;
 - 3. Remove and replace work not conforming to requirements of the Contract Documents; and
 - 4. Remove and replace defective work.

- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. In addition to other requirements specified, upon the Architect's request uncover work to provide for inspection by the Architect of covered work, and remove samples of installed materials for testing.
 - 3. Do not cut or alter work performed under separate contracts without the Architect's written permission.

1.2 SUBMITTALS

- A. Request for Architect's consent:
 - 1. Prior to cutting which effects structural safety, submit written request to the Architect for permission to proceed with cutting.
 - 2. Should conditions of the Work, or schedule, indicate a required change of materials or methods for cutting and patching, so notify the Architect and secure his written permission and the required Change Order prior to proceeding.

- B. Notices to the Architect:
 - 1. Prior to cutting and patching performed pursuant to the Architect's instructions, submit cost estimate to the Architect. Secure the Architect's approval of cost estimates and type of reimbursement before proceeding with cutting and patching.
 - 2. Submit written notice to the Architect designating the time the Work will be uncovered, to provide for the Architect's observation.

1.3 QUALITY ASSURANCE

- A. 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 Section.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. For replacement of items removed, use materials complying with pertinent Sections of these Specifications.

2.2 PAYMENT FOR COSTS

- A. The owner will reimburse the Contractor for cutting and patching performed pursuant to a written Change Order, after claim for such reimbursement is submitted by the Contractor. Perform other cutting and patching needed to comply with the Contract Documents at no additional cost to the Owner.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Inspection:
 - 1. Inspect existing conditions, including elements subject to movement or damage during cutting, excavating, patching, and back filling.
 - 2. After uncovering the work, inspect conditions effecting installation of new work.
- B. Discrepancies:
 - 1. If uncovered conditions are not as anticipated, immediately notify the Architect and secure needed directions.
 - 2. Do not proceed until unsatisfactory conditions are corrected.

3.2 PREPARATION PRIOR TO CUTTING

- A. Provide required protection including, but not necessarily limited to, shoring, bracing, and support to maintain structural integrity of the Work.

3.3 PERFORMANCE

- A. Perform required excavating and back filling as required under pertinent other Sections of these Specifications.
 - 1. Perform cutting and demolition by methods which will prevent damage to other portions of the Work and provide proper surfaces to receive installation of repair and new work.
 - 2. Perform fitting and adjusting of products to provide finished installation complying with the specified tolerances and finishes.

END OF SECTION

SECTION 01200
PROJECT MEETINGS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: To enable orderly review during progress of the Work, and to provide for systematic discussion of problems, the Architect will conduct project meetings throughout the construction period.

- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. The Contractor's relations with his subcontractors and materials suppliers, and discussions relative thereto, are the Contractor's responsibility and normally are not part of project meetings' content.

1.2 SUBMITTALS

- A. Agenda items: To the maximum extent practicable, advise the Architect at least 24 hours in advance of project meetings regarding items to be added to the agenda.

- B. Minutes:
 - 1. The Architect will compile minutes of each project meeting, and will furnish three copies to the Contractor and required copies to the Owner.
 - 2. Recipients of copies may make and distribute such other copies as they wish.

1.3 QUALITY ASSURANCE

- A. For those persons designated by the Contractor to attend and participate in project meetings, provide required authority to commit the Contractor to solutions agreed upon in the project meetings.

PART 2 - PRODUCTS

(No products are required in this Section)

PART 3 - EXECUTION

3.1 MEETING SCHEDULE

- A. Except as noted below for Preconstruction Meeting, project meetings will be held bi-weekly.
- B. Coordinate as necessary to establish mutually acceptable schedule for meetings.

3.2 MEETING LOCATION

- A. The Architect will establish the meeting location. To the maximum extent practicable, meetings will be held at the job site.

3.3 PRECONSTRUCTION MEETING

- A. Preconstruction Meeting will be scheduled to be held within 7 working days after the Owner has issued the Notice to Proceed.
 - 1. Provide attendance by authorized representatives of the Contractor and major subcontractors.
 - 2. The Architect will advise other interested parties, including the Owner, and request their attendance.
- B. Minimum agenda: Data will be distributed and discussed on at least the following items.
 - 1. Organizational arrangement of Contractor's forces and personnel, and those of subcontractor's, materials suppliers, and Architect.
 - 2. Channels and procedures for communication.
 - 3. Construction schedule, including sequence of critical work.
 - 4. Contract Documents, including distribution of required copies of original Documents and revisions.
 - 5. Processing of Shop Drawings and other data submitted to the Architect for review.
 - 6. Processing of Bulletins, field decisions, and Change Orders.
 - 7. Rules and regulations governing performance of the Work; and
 - 8. Procedures for safety and first aid, security, quality control, housekeeping, and related matters.

3.4 PROJECT MEETINGS

- A. Attendance:
 - 1. To the maximum extent practicable, assign the same person or persons to represent the Contractor at project meetings throughout progress of the Work.
 - 2. Subcontractor's, materials suppliers, and others may be invited to attend those project meetings in which their aspect of the Work is involved.

- B. Minimum agenda:
 - 1. Review, revise as necessary, and approve minutes of previous meetings.
 - 2. Review progress of the Work since last meeting, including status of submittals for approval.
 - 3. Identify problems which impede planned progress.
 - 4. Develop corrective measures and procedures to regain planned schedule.
 - 5. Complete other current business.

- C. Revisions to minutes:
 - 1. Unless published minutes are challenged in writing prior to the next regularly scheduled progress meeting, they will be accepted as properly stating the activities and decisions of the meeting.
 - 2. Persons challenging published minutes shall reproduce and distribute copies of the challenge to all indicated recipients of the particular set of minutes.
 - 3. Challenge to minutes shall be settled as priority portion of "old business" at the next regularly scheduled meeting.

END OF SECTION

SECTION 01340
SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 - GENERAL

1.1 SUMMARY

- A. Make submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements, all as described in this Section.

- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Individual requirements for submittals also may be described in pertinent Sections of these Specifications.
 - 3. The process for securing approval of proposed substitutions is described in Section 01630, "Product Options and Substitutions."

- C. Work not included:
 - 1. Submittals not required will not be reviewed by the Architect.
 - 2. The Contractor may require his subcontractors to provide drawings, setting diagrams, and similar information to help coordinate the Work, but such data shall remain between the Contractor and his subcontractors and will not be reviewed by the Architect unless specifically called for within the Contract Documents.

1.2 SUBMITTALS

- A. Make submittals of Shop Drawings, Samples, substitution requests, and other items in accordance with the provisions of this Section.

1.3 QUALITY ASSURANCE

- A. Coordination of submittals:
 - 1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
 - 2. Verify that each item and the submittal for it conform in all respects with the specified requirements.
 - 3. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.

PART 2 - PRODUCTS

2.1 SHOP DRAWINGS

- A. Scale and measurements: Make Shop Drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the Work.
- B. Types of prints required:
 - 1. Submit Shop Drawings in the form of one sepia transparency of each sheet plus three blue line or black line prints of each sheet.
 - 2. Blueprints will not be acceptable.
- C. Review comments of the Architect will be shown on the sepia transparency when it is returned to the Contractor. The Contractor may make and distribute such copies as are required for his purposes.

2.2 MANUFACTURER'S LITERATURE

- A. Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.
- B. Submit the number of copies which are required to be returned, plus one copy which will be retained by the Architect.

2.3 SAMPLES

- A. Provide Sample or Samples identical to the precise article proposed to be provided. Identify as described under "Identification of submittals" below.
- B. Number of Samples required:
 - 1. Unless otherwise specified, submit Samples in the quantity which is required to be returned, plus one which will be retained by the Architect.
 - 2. By prearrangement in specific cases, a single Sample may be submitted for review and, when approved, be installed in the Work at a location agreed upon by the Architect.

2.4 COLORS AND PATTERNS

- A. Unless the precise color and pattern is specifically called out in the Contract Documents, and whenever a choice of color or pattern is available in the specified products,

submit accurate color and pattern charts to the Architect for selection.

PART 3 - EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS

- A. Consecutively number all submittals.
 - 1. When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new transmittal number.
 - 2. On re-submittals, cite the original submittal number for reference.
- B. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.
- C. On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.
- D. Submittal log:
 - 1. Maintain an accurate submittal log for the duration of the Work, showing current status of all submittals at all times.
 - 2. Make the submittal log available to the Architect for the Architect's review upon request.

3.2 GROUPING OF SUBMITTALS

- A. Unless otherwise specified, make submittals in groups containing all associated items to assure that information is available for checking each item when it is received.
 - 1. Partial submittals may be rejected as not complying with the provisions of the Contract.
 - 2. The Contractor may be held liable for delays so occasioned.

3.3 TIMING OF SUBMITTALS

- A. Make submittals far enough in advance of scheduled dates for installation to provide time required for reviews, for securing necessary approvals, for possible revisions and re-submittals, and for placing orders and securing delivery.
- B. In scheduling, allow at least ten working days for review by the Architect following the Architect's receipt of the submittal.

END OF SECTION

SECTION 01370
SCHEDULE OF VALUES

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide a detailed breakdown of the agreed Contract Sum showing values allocated to each of the various parts of the Work, as specified herein and in other provisions of the Contract Documents.
- B. Related work:
 - 1. Documents affecting work of the Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Preparation and submittal of a schedule of values is required by the General Conditions.
 - 3. Schedule of values is required to be compatible with the "continuation sheet" accompanying applications for payment.

1.2 SUBMITTALS

- A. Prior to first application for payment, submit a proposed schedule of values to the Architect.
 - 1. Meet with the Architect and determine additional data, if any, required to be submitted.
 - 2. Secure the Architect's approval of the schedule of values prior to submitting first application for payment.

1.3 QUALITY ASSURANCE

- A. Use required means to assure arithmetical accuracy of the sums described.
- B. When so required by the Architect, provide copies of the subcontracts or other data acceptable to the Architect, substantiating the sums described.

END OF SECTION

SECTION 01500
CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section describes construction facilities and temporary controls required for the Work.
- B. Related work:
 - 1. Documents affecting work of the Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Except that equipment furnished by subcontractors shall comply with requirements of pertinent safety regulations, such equipment normally furnished by the individual trades in execution of their own portions of the Work are not part of this Section.
 - 3. Permanent installation and hookup of the various utility lines are described in other Sections.

1.2 REQUIREMENTS

- A. Provide construction facilities and temporary controls needed for the Work including, but not necessarily limited to:
 - 1. Temporary utilities such as heat, water, electricity, and telephone;
 - 2. Field office for the Contractor's personnel;
 - 3. Sanitary facilities;
 - 4. Enclosures such as tarpaulins, barricades, and canopies;
 - 5. Temporary fencing of the construction site;
 - 6. Project sign.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Maintain temporary facilities and controls in proper and safe condition throughout progress of the Work.

PART 2 - PRODUCTS

2.1 UTILITIES

- A. Water:
 - 1. Provide necessary temporary piping and water supply and, upon completion of the Work, remove such temporary facilities.

2. Provide and pay for water used in construction.
- B. Electricity
1. Provide necessary temporary wiring and, upon completion of the Work, remove such temporary facility.
 2. Provide area distribution boxes so located that the individual trades may furnish and use 100 ft maximum length extension cords to obtain power and lighting at points where needed for work, inspection, and safety.
 3. Provide and pay for electricity used in construction.
- C. Heating: Provide and maintain heat necessary for proper conduct of operations needed in the Work.
- D. Telephone:
1. Make necessary arrangements and pay costs for installation and operation of telephone service to the Contractor's office at the site.
 2. Make the telephone available to the Architect for use in connection with the Work.

2.2 FIELD OFFICES AND SHEDS

- A. Contractor's facilities:
1. Provide a field office building and sheds adequate in size and accommodation for Contractor's facilities, provide enclosed space adequate for holding project meetings. Furnish with table, chairs, and utilities.
- B. Sanitary facilities:
1. Provide temporary sanitary facilities in the quantity required for use by all personnel.
 2. Maintain in a sanitary condition at all times.

2.3 ENCLOSURES

- A. Provide and maintain for the duration of construction all scaffolds, tarpaulins, canopies, warning signs, steps, platforms, bridges, and other temporary construction necessary for proper completion of the Work in compliance with pertinent safety and other regulations.

2.4 TEMPORARY FENCING

- A. Provide and maintain for the duration of construction a temporary fence of design and type needed to prevent entry onto the Work site by the public.

2.5 PROJECT SIGNS

- A. Prior to start of construction, secure two job signs from the PHA. Mount at the job site where directed by PHA.
- B. Upon completion of the Work, demount the job signs and return them to the PHA.
- C. Except as otherwise specifically approved by the Architect, do not permit other signs or advertising on the job site.

PART 3 - EXECUTION

3.1 MAINTENANCE AND REMOVAL

- A. Maintain temporary facilities and controls as long as needed for safe and proper completion of the Work.
- B. Remove such temporary facilities and controls as rapidly as progress of the Work will permit, or as directed by the Architect.

END OF SECTION

SECTION 01545
CONTRACTOR'S USE OF THE PREMISES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section applies to all situations in which the Contractor or his representatives including, but not necessarily limited to, suppliers, subcontractors, employees, and field engineers, enter upon the Owner's property.
- B. Related work:
 - 1. Documents affecting work of the Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 SUBMITTALS

- A. Maintain an accurate record of the names and identification of all persons entering upon the Owner's property in connection with the Work of this Contract, including times of entering and times of leaving, and submit a copy of the record to the Owner daily.

1.3 QUALITY ASSURANCE

- A. Promptly upon award of the Contract, notify all pertinent personnel regarding requirements of this Section.
- B. Require that all personnel who will enter upon the Owner's property certify their awareness of and familiarity with the requirements of this Section.

1.4 TRANSPORTATION FACILITIES

- A. Contractor's vehicles shall not be permitted to park on the grounds. Any damage to the grounds caused by the contractor and/or subcontractors shall be repaired at no cost to the Owner.
- B. Truck and equipment access:
 - 1. To avoid traffic conflict with vehicles of the Owner's employees and customers, and to avoid over-loading of streets and driveways elsewhere on the Owner's property, limit the access of trucks and equipment to the route(s) established by the Owner.

2. Provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the job site
- C. Contractor's vehicles:
1. Require Contractor's vehicles, vehicles belonging to employees of the Contractor, and all other vehicles entering upon the Owner's property in performance of the Work of the Contract, to use only the Access Route(s) established by the Owner.
 2. Do not permit such vehicles to park on any street or other area of the Owner's property unless otherwise allowed by the Owner in writing.

1.5 SECURITY

- A. Restrict the access of all persons entering upon the Owner's property in connection with the Work to the Access Route and to the actual site of the Work.

END OF SECTION

SECTION 01630
PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section describes product options available to bidders and the Contractor, plus procedures for securing approval of proposed substitutions.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, The Instructions to Bidders, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 PRODUCT OPTIONS

- A. The Contract is based on standards of quality established in the Contract Documents.
 - 1. In agreeing to the terms and conditions of the contract, the Contractor has accepted a responsibility to verify that the specified products will be available and to place orders for all required materials in such a timely manner as is needed to meet his agreed construction schedule.
 - 2. Neither the Owner nor the Architect has agreed to the substitution of materials or methods called for in the Contract Documents, except as they may specifically otherwise state in writing prior to bid opening.
- B. Materials and/or methods specified by name:
 - 1. Where materials and/or methods specified by naming one single manufacturer and/or model number, without stating that equal products will be considered, only the material and/or method named is approved for incorporation into the work.
 - 2. Should the contractor demonstrate to the approval of the Architect that a specified material or method was ordered in a timely manner and will not be available in time for incorporation into this Work, the contractor shall submit to the Architect such data on proposed substitute materials and/or methods as are needed to help the Architect determine suitability of the proposed substitution.
- C. Where materials and/or methods are specified by name and/or model number:
 - 1. The material and/or method specified by name establishes the required standard of quality.

2. Materials and/or methods proposed by the Contractor to be used in lieu of materials and/or methods so specified by name shall in all ways equal or exceed the qualities of the named materials and/or methods, and shall be proposed during the bidding period.
- D. The following products do not require further approval except for interface with the Work:
1. Products selected in reference to standard specifications such as ASTM and similar standards.
 2. Products specified by manufacturer's name and catalog model number listed in the specification and those approved during the bidding period and listed in an addendum prior to receipt of bids.
- E. Where the phrase "or equal," or "or equal as approved by the Architect", occurs in the Contract Documents, do not assume that the materials, equipment, or methods will be approved as equal unless the item has been specifically so approved for this Work by the Architect.
- F. The decision of the Architect shall be final.

1.3 DELAYS

- A. Delays in construction arising by virtue of the non-availability of a specified material and/or method will not be considered by the Architect as justifying an extension of the agreed Time of Completion.

END OF SECTION

SECTION 01640
STORAGE AND PROTECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Protect products scheduled for use in the Work by means including, but not necessarily limited to, those described in this Section.
- B. Related work:
 - 1. Documents affecting work of the Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Additional procedures also may be prescribed in other Sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. Include within the Contractor's quality assurance program such procedures as are required to assure full protection of work and materials.

1.3 MANUFACTURERS' RECOMMENDATIONS

- A. Except as otherwise approved by the Architect, determine and comply with manufacturers' recommendations on product handling, storage, and protection.

1.4 PACKAGING

- A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.
 - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
 - 2. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the Owner.
- B. The Architect may reject non-complying material and products that do not bear identification satisfactory to the Architect as to manufacturer, grade, quality, and other pertinent information.

1.5 PROTECTION

- A. Protect finished surfaces, including jambs and soffits of openings used as passageways, through which equipment and materials are handled.
- B. Provide protection for finished floor surfaces in traffic areas prior to allowing equipment or materials to be moved over such surfaces.
- C. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the Owner.

1.6 REPAIRS AND REPLACEMENTS

- A. In event of damage, promptly make replacements and repairs to the approval of the Architect and at no additional cost to the Owner.
- B. Additional time required to secure replacements and to make repairs will not be considered by the Architect to justify an extension in the Contract Time of Completion.

1.7 PAYMENT

- A. The Contractor will be paid for properly documented, protected, and insured materials in accordance with the current HUD policy regarding payment for stored materials.

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

Part 1 - GENERAL

1.1 SUMMARY

- A. This Section describes an orderly and efficient transfer of the completed Work to the Owner.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Activities relative to Substantial Completion and Contract closeout are described in the General Conditions.

1.2 QUALITY ASSURANCE

- A. Prior to requesting inspection by the Architect, use adequate means to assure that the Work is completed in accordance with the specified requirements and is ready for the requested inspection.

1.3 PROCEDURES

- A. Substantial Completion:
 - 1. The Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected.
 - 2. Within a reasonable time after receipt of the list, the Architect, the PHA, and HUD will inspect to determine status of completion.
 - 3. Should the Architect determine that the Work is not substantially complete:
 - a. The Architect promptly will so notify the Contractor, in writing, giving the reasons therefore.
 - b. Remedy the deficiencies and notify the Architect when ready for reinspection.
 - c. The Architect will reinspect the Work.
 - 4. When the Architect concurs that the Work is substantially complete:
 - a. The Architect will prepare a "Certificate of Substantial Completion", accompanied by the Contractor's list of items to be completed or corrected, as verified by the Architect.
 - b. The Architect will submit the Certificate to the Owner and to the Contractor for their written

acceptance of the responsibilities assigned to them in the Certificate.

B. Final Completion:

1. The Contractor shall prepare and submit written notice that the Work is ready for final inspection. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due and payable. The final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 1.3, A, 2. as precedent to the Contractor's being entitled to final payment have been fulfilled.
2. Verify that the Work is complete including, but not necessarily limited to:

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in effect and will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and, (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are

made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

3. Certify that:
 - a. Contract Documents have been reviewed;
 - b. Work has been inspected for compliance with the Contract Documents;
 - c. Work has been completed in accordance with the Contract Documents.
 - d. Equipment and systems have been tested as required, and are operational;
 - e. Work is completed and ready for final inspection.
4. The Architect will make an inspection to verify status of completion.
5. Should the Architect determine that the Work is incomplete or defective:
 - a. The Architect promptly will so notify the Contractor, in writing listing the incomplete or defective work.
 - b. Remedy the deficiencies promptly, and notify the Architect when ready for reinspection.
6. When the Architect determines that the Work is acceptable under the Contract Documents, he will request the Contractor to make closeout submittals.

C. Closeout submittals include, but not necessarily limited to:

1. The following documents:
 - a. Maintenance Bond
 - b. Certificate of Guaranty
 - c. Certificate of Completion
 - d. Contractor's Certificate and Release
 - e. Affidavit of Payment of Debt
 - f. Affidavit of Release of Liens
 - g. Suppliers' List
2. Operation and maintenance data for items so listed in pertinent other Sections of these Specifications, and for other items when so directed by the Architect;
3. Warranties and bonds;
4. Keys and keying schedule;
5. Spare parts and materials and extra stock;
6. Evidence of compliance with requirements of governmental agencies having jurisdiction including, but not necessarily limited to:
 - a. Certificates of Inspection;
 - b. Certificates of Occupancy;
7. Certificates of Insurance for products and completed operations;
8. Evidence of payment and release of liens;

9. List of subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.

D. Final adjustment of accounts:

1. Submit a final statement of accounting to the Architect, showing all adjustments to the Contract Sum.
2. If so required, the Architect will prepare a final Change Order showing adjustments to the Contract Sum which were not made previously by Change Orders.

1.4 INSTRUCTION

A. Instruct the Owner's personnel in proper operation and maintenance of systems, equipment, and similar items which were provided as part of the Work.

END OF SECTION

SECTION 01710
CLEANING

PART 1 - GENERAL

1.1 SUMMARY

- A. Throughout the construction period, maintain the buildings and site in a standard of cleanliness as described in this Section.
- B. Related work:
 - 1. Documents affecting work of the Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. In addition to standards described in this Section, comply with requirements for cleaning as described in pertinent other Sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. Conduct daily inspection, and more often if necessary, to verify that requirements for cleanliness are being met.
- B. In addition to the standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS AND EQUIPMENT

- A. Provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

2.2 COMPATIBILITY

- A. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

- A. General
 - 1. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing required protection of materials.
 - 2. Do not allow accumulation of scrap, debris, waste material, and other items not required for construction of this Work.

3. At least twice each month, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.
4. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.

B. Site:

1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.
2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site. Restack, tidy, or otherwise service arrangements to meet the requirements of subparagraph 3.1-A-1 above.
3. Maintain the site in a neat and orderly condition at all times.

C. Structures:

1. Weekly, and more often if necessary, inspect the structures and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.
2. Weekly, and more often if necessary, sweep interior spaces clean.
 - a. "Clean," for the purpose of the subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and a hand-held broom.
3. As required preparatory to installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using equipment and materials required to achieve the necessary cleanliness.
4. Following the installation of finish floor materials, clean the finish floor daily (and more often if necessary) at all times while work is being performed in the space in which finish materials are installed.
 - a. "Clean," for the purpose of the subparagraph, shall be interpreted as meaning free from foreign material which, in the opinion of the Architect, may be injurious to the finish floor material.

3.2 FINAL CLEANING

- A. "Clean," for the purpose of this Article, and except as maybe specifically provided otherwise, shall be interpreted as meaning the level of cleanliness generally provided by

skilled cleaners using commercial quality building maintenance equipment and materials.

- B. Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described in Article 3.1 above.
- C. Site:
 - 1. Unless otherwise specifically directed by the Architect, broom clean paved areas on the site and public paved areas adjacent to the site.
 - 2. Completely remove resultant debris.
- D. Structures:
 - 1. Exterior:
 - a. Visually inspect exterior surfaces and remove all traces of soil, waste materials, smudges, and other foreign matter.
 - b. Remove all traces of splashed materials from adjacent surfaces.
 - c. If necessary to achieve a uniform degree of cleanliness, hose down the exterior of the structure.
 - d. In the event of stubborn stains not removable with water, the Architect may require light sandblasting or other cleaning at no additional cost to the Owner.
 - 2. Interior:
 - a. Visually inspect interior surfaces and remove all traces of soil, waste materials, smudges, and other foreign matter.
 - b. Remove all traces of splashed materials from adjacent surfaces.
 - c. Remove paint drippings, spots, stains, and dirt from finished surfaces.
 - 3. Glass: Clean inside and outside.
 - 4. Polished surfaces: To surfaces requiring routine application of buffed polish, apply the polish recommended by the manufacturer of the material being polished.
- E. Schedule final cleaning as approved by the Architect to enable the Owner to accept a completely clean Work.

3.3 CLEANING DURING OWNER'S OCCUPANCY

- A. Should the Owner occupy the Work or any portion thereof prior to its completion by the Contractor and acceptance by the Owner, responsibilities for interim and final cleaning

shall be as determined by the Architect in accordance with the General Conditions of the Contract.

END OF SECTION

SECTION 01720
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Throughout progress of the Work, maintain an accurate record of changes in the Contract Documents, as described in Article 3.1 below and, upon completion of the Work, transfer the recorded changes to a set of Record Documents, as described in Article 3.2 below.
- B. Related work:
 - 1. Documents affecting work of the Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Other requirements affecting Project Record Documents may appear in pertinent other Sections of these Specifications.

1.2 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340
- B. The Architect's approval of the current status of Project Record Documents may be a prerequisite to the Architect's approval of requests for progress payment and request for final payment under the Contract.
- C. Prior to submitting each request for progress payment, secure the Architect's approval of the current status of the Project Record Documents.
- D. Prior to submitting request for final payment, submit the final Project Record Documents to the Architect and secure his approval.

1.3 QUALITY ASSURANCE

- A. Delegate the responsibility for maintenance of Record Documents to one person on the Contractor's staff as approved by the Architect.
- B. Accuracy of records:
 - 1. Thoroughly coordinate changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of Drawings and other Documents where such entry is required to show the change properly.

2. Accuracy of records shall be such that future search for items shown in the Contract Documents may rely reasonably on information obtained from the approved Project Record Documents.
- C. Make entries within 24 hours after receipt of information that the change has occurred.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Maintain the job set of Record Documents completely protected from deterioration and from loss and damage until completion of the Work and transfer of all recorded data to the final Project Record Documents.
- B. In the event of loss of recorded data, use means necessary to again secure the data to the Architect's approval.
 1. Such means shall include, if necessary in the opinion of the Architect, removal and replacement of concealing materials.
 2. In such case, provide replacements to the standards originally required by the Contract Documents.

PART 2 - PRODUCTS

2.1 PROJECT AND RECORD DOCUMENTS

- A. Job Set: After Owner's Notice to Proceed, secure from the Architect a set of Contract Documents to serve as the Job Set and additional sets as required to conduct the Work. The cost of each set, to be paid by the Contractor, shall be that of the original deposit fee.
- B. Final Record Documents: At completion of the Work, secure from the Architect, at production cost, one complete set of mylar transparencies of all drawings and one set of specifications.

PART 3 - EXECUTION

3.1 MAINTENANCE OF JOB SET

- A. Immediately upon receipt of the job set described in Paragraph 2.1-A above, identify each of the Documents with the title, "RECORD DOCUMENTS - JOB SET".
- B. Preservation:
 1. Considering the Contract completion time, the probable number of occasions upon which the job set must be taken out for new entries and for examination, and the conditions under which these activities will be

- performed, devise a suitable method for protecting the job set to the approval of the Architect.
2. Do not use the job set for any purpose except entry of new data and for review by the Architect, until start of transfer of data to final Project Record Documents.
 3. Maintain the job set at the site of Work as that site is designated by the Architect.
- C. Making entries on Drawings:
1. Using an erasable colored pencil (not ink or indelible pencil), clearly describe the change by graphic line and note as required.
 2. Date all entries.
 3. Call attention to the entry by a "cloud" drawn around the area or areas affected.
 4. In the event of overlapping changes, use different colors for the overlapping changes.
- D. Make entries in the pertinent other Documents as approved by the Architect.
- E. Conversion of schematic layouts:
1. In some cases on the Drawings, arrangements of conduits, circuits, piping, ducts, and similar items, are shown schematically and are not intended to portray precise physical layout.
 - a. Final physical arrangement is determined by the Contractor, subject to the Architect's approval.
 - b. However, design of future modifications of the facility may require accurate information as to the final physical layout of items which are shown only schematically on the Drawings.
 2. Show on the job set of Record Drawings, by dimension accurate to within one inch, the centerline of each run of items such as are described in subparagraph 3.1-E-1 above.
 - a. Clearly identify the item by accurate note such as "cast iron drain", "galv. water", and the like.
 - b. Show, by symbol or note, the vertical location of the item ("under slab", "in ceiling plenum", "exposed", and the like).
 - c. Make all identification so descriptive that it may be related reliably to the Specifications.
 3. The Architect may waive the requirements for conversion of schematic layouts where, in the Architect's judgment, conversion serves no useful purpose. However, do not rely upon waivers being issued except as specifically issued in writing by the Architect.

3.2 FINAL PROJECT RECORD DOCUMENTS

- A. The purpose of the final Project Record Documents is to provide factual information regarding all aspects of the Work, both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive site measurement, investigation, and examination.
- B. Approval of recorded data prior to transfer:
 - 1. Following receipt of the transparencies described in Paragraph 2.1-b above, the prior to start of transfer of recorded data thereto, secure the Architect's approval of all recorded data.
 - 2. Make required revisions.
- C. Transfer of data to Drawings:
 - 1. Carefully transfer change data shown on the job set of Record Drawings to the corresponding transparencies, coordinating the changes as required.
 - 2. Clearly indicate at each affected detail and other Drawing a full description of changes made during construction, and the actual location of items described in subparagraph 3.1-E-1 above.
 - 3. Call attention to each entry by drawing a "cloud" around the area or areas affected.
 - 4. Make changes neatly, consistently, and with the proper media to assure longevity and clear reproduction.
- D. Transfer of data to other Documents:
 - 1. If the Documents other than Drawings have been kept clean during progress of the Work, and if entries thereon have been orderly to the approval of the Architect, the job set of those Documents other than Drawings will be accepted as final Record Documents.
 - 2. If any such Document is not so approved by the Architect, secure a new copy of that Document from the Architect at the Architect's usual charge for reproduction and handling, and carefully transfer the change data to the new copy to the approval of the Architect.
- E. Review and submittal:
 - 1. Submit the completed set of Project Record Documents to the Architect as described in Paragraph 1.3-D above.
 - 2. Participate in review meetings as required.
 - 3. Make required changes and promptly deliver the final Project Record Documents to the Architect.

3.3 CHANGES SUBSEQUENT TO ACCEPTANCE

- A. The Contractor has no responsibility for recording changes in the Work subsequent to Final Completion. except for changes resulting from work performed under Warranty.

END OF SECTION

SECTION 01730
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. To aid the continued instruction of operating and maintenance personnel, and to provide a positive source of information regarding products incorporated into the Work, furnish and deliver the data described in this Section and in pertinent other Sections of these Specifications.
- B. Related work:
 - 1. Documents affecting work of the Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Required contents of submittals also may be amplified in pertinent other Sections of these Specifications.

1.2 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Submit two copies of a preliminary draft of the proposed Manual or Manuals to the Architect for review and comments.
- C. Unless otherwise directed in other Sections, or in writing by the Architect, submit three copies of the final Manual to the Architect prior to indoctrination of operation and maintenance personnel.

1.3 QUALITY ASSURANCE

- A. In preparing data required by this Section, use only personnel who are thoroughly trained and experienced in operation and maintenance of the described items, completely familiar with the requirements of this Section, and skilled in technical writing to the extent needed for communicating the essential data.

PART 2 - PRODUCTS

2.1 INSTRUCTION MANUALS

- A. Where instruction Manuals are required to be submitted under other Sections of these Specifications, prepare in accordance with the provisions of this Section.
- B. Format:

1. Size: 8-1/2" x 11"
2. Paper: White bond, at least 20 lb weight
3. Text: Neatly written or printed
4. Drawings: 11" in height preferable; bind in with text; foldout acceptable; larger drawings acceptable but fold to fit within the Manual and provide a drawing pocket inside rear cover or bind in with text.
5. Flysheets: Separate each portion of the Manual with neatly prepared flysheets briefly describing contents of the ensuing portion; flysheets may be in color.
6. Binding: Use heavy-duty plastic or fiberboard covers with binding mechanism concealed inside the Manual; 3-ring binders will be acceptable; all binding is subject to the Architect's approval.
7. Measurements: Provide all measurements in U.S. standard units such as feet and inches, lbs and cfm; where items may be expected to be measured within ten years in accordance with metric formulae, provide additional measurements in the "International System of Units" (SI).

C. Provide front and back covers for each Manual, using durable material approved by the Architect, and clearly identified on or through the cover with at least the following information:

D. Contents: Include at least the following:

1. Neatly typewritten index near the front of the Manual, giving immediate information as to location within the Manual of all emergency information regarding the installation.
2. Complete instructions regarding operation and maintenance of all equipment involved including lubrication, disassembly, and reassembly.
3. Complete nomenclature of all parts of all equipment.
4. Complete nomenclature and part number of all replacement parts, name and address of nearest vendor, and all other data pertinent to procurement procedures.
5. Copy of all guarantees and warranties issued.
6. Manufacturers' bulletins, cuts, and descriptive data, where pertinent, clearly indicating the precise items included in this installation and deleting, or otherwise clearly indicating, all manufacturers' data with which this installation is not concerned.

7. Such other data as required in pertinent Sections of these Specifications.

PART 3 - EXECUTION

3.1 INSTRUCTION MANUALS

- A. Preliminary
 1. Prepare a preliminary draft of each proposed Manual.
 2. Show general arrangement, nature of contents in each portion, probable number of drawings and their size, and proposed method of binding and covering.
 3. Secure the Architect's approval prior to proceeding.
- B. Final: Complete the Manuals in strict accordance with the approved preliminary drafts and the Architect's review comments.
- C. Revisions:
 1. Following the indoctrination and instruction of operation and maintenance personnel, review all proposed revisions of the Manual with the Architect.
 2. If the Contractor is required by the Architect to revise previously approved Manuals, compensation will be made as provided for under "Changes" in the General Conditions.

END OF SECTION

SECTION 01810
TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide testing and inspecting, complete, as described in this Section and elsewhere in the Contract Documents.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Requirements for testing may be described in various Sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. Provide the services of a soil engineer and a testing laboratory approved by the Architect.
- B. Upon completion of each test and/or inspection, promptly distribute copies of test or inspection reports to the Architect, to governmental agencies requiring submission of such reports, and to such other persons as directed by the Architect.

PART 2 - PRODUCTS

2.1 PAYMENT FOR TESTING

- A. Include within the Contract Sum an amount sufficient to cover all testing and inspecting required under this Section of these Specifications, and to cover all testing and inspecting required by governmental agencies having jurisdiction.
- B. The Owner will pay for all testing and inspecting specifically requested by the Architect over and above those described in Paragraph 2.1-A above.
- C. When initial tests requested by the Architect indicate non-compliance with the Contract Documents, costs of initial tests associated with that non-compliance will be deducted by the Owner from the Contract Sum, and subsequent retesting occasioned by the non-compliance shall be performed by the same testing laboratory and the costs thereof shall be paid by the Contractor.

2.2 SPECIFIC TESTS AND INSPECTIONS

- A. Provide all tests and inspections required by governmental agencies having jurisdiction, required by provisions of the Contract Documents, and such other tests and inspections as are directed by the Architect.
- B. Tests include, but are not necessarily limited to, those described in detail in Part 3 of this Section.

PART 3 - EXECUTION

3.1 TAKING SPECIMENS

- A. Except as may be specifically otherwise approved by the Architect, have the testing laboratory secure and handle all samples and specimens for testing.

3.2 COOPERATION WITH TESTING LABORATORY

- A. Provide access to the Work at all times and at all locations where the Work is in progress. Provide facilities for such access to enable the laboratory to perform its functions properly.

3.3 SOIL INSPECTING AND TESTING

- A. Make required inspections and tests including, but not necessarily limited to:
 - 1. Visually inspect on-site and imported fill and backfill, making such tests and retests as are necessary to determine compliance with the Contract requirements and suitability for the proposed purpose;
 - 2. Make field density tests on samples from in-place material as required;
 - 3. As pertinent, inspect and test the scarifying and re-compacting of cleaned sub-grade; inspect the progress of excavating, filling, and grading; make 90% density tests at fills and backfills; and verify compliance with provisions of the Contract Documents and governmental agencies having jurisdiction.
- B. Make and distribute necessary reports and certificates.

3.4 CONCRETE INSPECTING AND TESTING

- A. Portland cement:

1. Secure from the cement manufacturer Certificates of Compliance delivered directly to the concrete producer for further delivery directly to the testing laboratory.
 2. Require the Certificates of Compliance to positively identify the cement as to production lot, bin or silo number, dating and routing of shipment, and compliance with the specified standards.
 3. If so required by the Architect, promptly provide such other specific physical and chemical data as requested.
- B. Aggregate:
1. Provide one test unless character of material changes, material is substituted, or additional test is requested by the Architect.
 2. Sample from conveyor belts or batching gates at the ready-mix plant:
 - a. Sieve analysis to determine compliance with specified standards and grading;
 - b. Specific gravity test for compliance with specified standards.
- C. Laboratory design mix:
1. After approval of aggregate, and whenever character or source of materials is changed, provide mix design in accordance with ACI 613.
 2. Provide designs for all mixes prepared by a licensed civil engineer.
- D. Molded concrete cylinders:
1. Provide two test cylinders for each 10 cu yds, or fraction thereof, of each class of concrete of each day's placement.
 2. Test one cylinder at seven days, one at 28 days, and one when so directed.
 3. Report the mix, slump, gage, location of concrete in the structure, and test results.
 4. Take specimens and make tests in accordance with the applicable ASTM standard specifications.
- E. Core tests:
1. Provide only when specifically so directed by the Architect because of low cylinder test results.
 2. Cut from locations directed by the Architect, securing in accordance with ASTM C42, and prepare and test in accordance with ASTM C39.
- F. Placement inspections:
1. On concrete over 2000 psi, provide continuous or other inspection as required by governmental agencies having jurisdiction.

2. Throughout progress of concrete placement, make slump tests to verify conformance with specified slump.
3. Using all required personnel and equipment, throughout progress of concrete placement verify that finished concrete surfaces will have the level or slope that is required by the Contract Documents.

3.5 CONCRETE REINFORCEMENT INSPECTING AND TESTING

- A. Prior to use, test all reinforcement steel bars for compliance with the specified standards.
 1. Material identified by mill test reports, and certified by the testing laboratory, does not require additional testing. Require the supplier to furnish mill test reports to the testing laboratory for certification.
 2. Tag identified steel at the supplier's shop. When steel arrives at the job site without such tags, test it as unidentified steel.
- B. Unidentified steel:
 1. Have the testing laboratory select samples consisting of two pieces, each 18" long, of each size.
 2. Have the testing laboratory make one tensile test and one bend test for each 2-1/2 tons or fraction thereof of each size of unidentified steel.
- C. Provide continuous inspection for all welding of reinforcement steel.

3.6 STRUCTURAL STEEL INSPECTING AND TESTING

- A. Prior to use, test all structural steel for compliance with the specified standards.
 1. Material identified by mill test reports, and certified by the testing laboratory, does not require additional testing. Require the supplier to furnish mill test reports to the laboratory for certification.
 2. Tag identified steel at the supplier's shop. When steel arrives at the job site without such tags, test it as unidentified steel.
- B. Unidentified steel:
 1. Have testing laboratory make one tensile test and one bend test for each five tons or fraction thereof of each shape and size of unidentified structural steel.
- C. Shop welding:
 1. Provide qualified testing laboratory inspector.
 2. On single pass welds, inspect after completion of welding and prior to painting.

3. On multiple pass welds, and on butt welds with cover pass on the back side, provide continuous inspection.
 - D. Field welding: Provide continuous inspection by a qualified testing laboratory inspector.
- 3.7 ROOFING AND WATERPROOFING INSPECTING AND TESTING (If applicable)
- A. Prior to start of membrane waterproofing and membrane roofing installation, conduct a job site meeting attended by representatives of the installing subcontractors, the Contractor's field superintendent, the testing laboratory inspector, and the Architect, to agree upon procedures to be followed.
 - B. Prior to start of installation, verify that materials at the job site comply with the specified standards, that the subcontractor is qualified to the extent specified, and that the installing personnel are fully informed as to procedures to be followed.
 - C. During installation, verify that materials are installed in strict accordance with the manufacturers' recommendations as approved by the Architect.
 - D. When so directed by the Architect, make test cuts to verify conformance with the specified requirements.
- 3.8 LEAD-BASED PAINT TESTING (If applicable)
- A. Conduct the number of test and follow the testing procedures as outlined in "Lead-Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing, September, 1990, by the U.S. Department of Housing and Urban Development.
 - B. At a minimum, the required number of wipe and air tests shall be taken in each work area prior to, during, and after the work is completed. The final tests shall be conducted to certify that the area is completely free of lead paint and dust and is suitable for occupancy.
- 3.8 WAIVER OF INSPECTION AND/OR TESTS
- A. Specified inspections and/or tests may be waived only by the specific approval of the Architect, and such waivers will be expected to result in credit to the Owner equal to normal cost of such inspection and/or test

END OF SECTION

SECTION 01820
FIELD ENGINEERING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide such field engineering services as are required for proper completion of the Work including, but not necessarily limited to:
 - 1. Establishing and maintaining lines and levels;
 - 2. Structural design of shores, forms, and similar items provided by the Contractor as part of his means and methods of construction.

- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications
 - 2. Additional requirements for field engineering also may be described in other Sections of these Specifications.
 - 3. As described in subparagraph 3.2.2 of the General Conditions, the Owner will furnish survey describing the physical characteristics, legal limitations, utility locations, and legal description of the site.

1.2 QUALITY ASSURANCE

- A. 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 Section.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.

- B. Upon request of the Architect, submit:
 - 1. Data demonstrating qualifications of persons proposed to be engaged for field engineering services.
 - 2. Documentation verifying accuracy of field engineering work.
 - 3. Certification, signed by the Contractor's retained field engineer, certifying that elevations and locations of improvements are in conformance or nonconformance with requirements of the Contract Documents.

1.4 PROCEDURES

- A. In addition to procedures directed by the Contractor for proper performance of the Contractor's responsibilities:
1. Locate and protect control points before starting work on the site.
 2. Preserve permanent reference points during progress of the Work.
 3. Do not change or relocate reference points or items of the Work without specific approval from the Architect.
 4. Promptly advise the Architect when a reference point is lost or destroyed, or requires relocation because of other changes in the Work.
 - a. Upon direction of the Architect, require the field engineer to replace reference stakes or markers.
 - b. Locate such replacements according to the original survey control.
 5. Hire a New Jersey Professional Engineer to fully layout the new site work including, but not limited to, new structures, paving, curbs, playgrounds, landscaping, sidewalks, drives, grading, contours, fencing, benches, site furniture, light standards, control points, etc. The layout may be required to be done in more than one session. Layout markers obliterated by construction activity may have to be relocated repeatedly. The cost for this engineering shall be included in the base bid of this work.

END OF SECTION

SECTION 01830
MISCELLANEOUS MATERIALS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide miscellaneous materials where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

- A. 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 Section.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product data: Within 30 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section;
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
 - 3. Shop Drawings in sufficient detail to show fabrication, installation, anchorage, and interface of the work of this Section with the work of adjacent trades;
 - 4. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01640.

PART 2 - PRODUCTS

2.1 MISCELLANEOUS SCHEDULED MATERIALS

- A. Throughout the Drawings, various miscellaneous products may be scheduled or described which are required for a complete and proper installation. These miscellaneous products shall be furnished by the Contractor, subject to the approval of the Architect.

2.2 OTHER NON-SCHEDULED MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 INSTALLATION

- A. Install the work of this Section in strict accordance with the original design, the approved Shop Drawings, and the manufacturer's recommended installation procedures as approved by the Architect, anchoring all components firmly into position for long life under hard use.

END OF SECTION

SECTION 08110
STEEL DOORS AND FRAMES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Steel doors
- B. Steel frames

1.02 RELATED SECTIONS

- A. Section 08710 - Door Hardware
- B. Section 09900 - Paints and Coatings

1.03 REFERENCES

- A. ASTM - American Society for Testing and Materials
 1. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 2. ASTM A 924 - Specification for General Requirements for Steel Sheet, Metallic Coated by the Hot Dip Process.
 3. ASTM A 1008/A 1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, High Strength Low-Alloy, High Strength Low Alloy with Improved Formability, Solution Hardened, and Bake Hardenable.
 4. ASTM E 90 - Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions.
 5. ASTM E 413 - Classification for Rating Sound Insulation.
- B. ANSI - American National Standards Institute
 1. ANSI/DHI A115 - Specifications for Hardware Preparations in Standard Steel Doors and Frames.
 2. ANSI/DHI A115.IG - Installation Guide for Doors and Hardware.
 3. ANSI A156.7 - Hinge Template Dimensions.
 4. ANSI A 250.3 - Test Procedure and Acceptance Criteria for Factory Applied Finish Painted Steel Surfaces for Steel Doors and Frames.
 5. ANSI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors and Hardware Reinforcing.
 6. ANSI A 250.8 - SDI-100 Recommended Specifications for Standard Steel Doors and Frames.
 7. ANSI A 250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames.
 8. ANSI/SDI 250.11 - Recommended Erection Instructions for Steel Frames
- C. SDI - Steel Door Institute

1. SDI 105 - Recommended Erection Instructions for Steel frames.
2. SDI 111 - Recommended Details and Guidelines for Standard Steel Doors and Frames and Accessories.
3. SDI 112 - Zinc-Coated (Galvanized/Galvannealed) Standard Steel Doors and Frames.
4. SDI 117 - Manufacturing Tolerances for Standard Steel Doors and Frames.
5. SDI 118 - Basic Fire Door Requirements.
6. SDI 122 - Installation and Troubleshooting Guide for Standard Steel Doors and Frames.
7. SDI 124 - Maintenance of Standard Steel Doors and Frames.

D. NAAMM/HMMA - Hollow Metal Manufacturers Association

1. HMMA 840 - Guide Specification for Installation and Storage of Hollow Metal Doors and Frames
2. HMMA 820 TN01- Grouting Hollow Metal Frames
3. HMMA 820 TN03 - Guidelines for Glazing of Hollow Metal Transom, Sidelight and Windows

E. Building Code references

1. NFPA 80 - Standard for Fire Doors and Other Opening Protectives.
2. NFPA 105 - Standard for the Installation of Smoke Door Assemblies and Other Opening Protectives
3. NFPA 252 - Standard Method of Fire Tests of Door Assemblies
4. ANSI/UL 10C - Standard for Safety for Positive Pressure Fire Tests of Door Assemblies
5. UL 1784 - Air Leakage Tests of Door Assemblies
6. UL - Building Materials Directory; Underwriters Laboratories Inc
7. WH - Certification Listings; Warnock Hersey International Inc.
8. Federal Emergency Management Agency (FEMA) 361 Guidelines

1.04 REQUIREMENTS OF REGULATORY AGENCIES:

A. Doors and frames: conform to applicable codes for fire ratings. It is the intent of this specification that door hardware and its application comply or exceed the standards for labeled openings. In case of conflicts in required fire protection ratings, provide fire ratings as required by NFPA and UL.

1. Fire door assemblies in exit enclosures and exit passageways: maximum transmitted temperature end point of not more than 250°F (121°C) above ambient at the end of 30 minutes of the standard fire test exposure.

1.05 SUBMITTALS

- A. Submit for review three (3) complete copies of the hollow metal shop drawings covering complete identification of items required for the project. Include manufacturer's names and identification of product. Included three (3) complete copies of catalog cuts and/or technical data sheets and other pertinent data as required to indicate compliance with these specifications.
 - 1. Shop Drawings: submit complete and detailed with respect to quantities, dimensions, specified performance, and design criteria, materials and similar data to enable the Architect to review the information as required.
- B. Indicate frames configuration, anchor types and spacing, location of cutouts for hardware, reinforcement, to ensure doors and frames are properly prepared and coordinated to receive hardware.
- C. Indicate door elevations, internal reinforcement, closure method, and cutouts for glass lights and louvers.
- D. Submit manufacturer's installation instructions, including a current copy of ANSI A250.11 as part of the shop drawing submittal.
- E. Shop drawings, product data, and samples: stamp with Contractor's stamp verifying they have been coordinated and reviewed for completeness and compliance with the contract documents.
- F. Shop drawings submitted without the above requirements will be considered incomplete, will NOT be reviewed, and will be returned directly to the Contractor.
- G. Follow the same procedures for re-submittal as the initial submittal with the appropriate dates revised.
- H. Provide evidence of manufacturer's membership in the Steel Door Institute.

1.06 QUALITY ASSURANCE

- A. Select a qualified hollow metal distributor who is a direct account of the manufacturer of the products furnished. In addition, that distributor must have in their regular employment an Architectural Hardware Consultant (AHC), a Certified Door Consultant (CDC) or an Architectural Openings Consultant (AOC), who will be available to consult with the

Architect and Contractor regarding matters affecting the door and frame opening.

- B. Conform to requirements of the above reference standards. Submit test reports upon request by the Owner or Architect.
- C. Underwriters' Laboratories and Intertek Testing Services / Warnock Hersey, labeled fire doors and frames:
 - 1. Label fire doors and frames listed in accordance with Underwriters Laboratories standard UL10C, and Positive Pressure Fire Tests of Door Assemblies.
 - 2. Construct and install doors and frames to comply with applicable issue of ANSI/NFPA 80.
 - 3. Manufacture Underwriters' Laboratories labeled doors and frames under the UL factory inspection program and in strict compliance to UL procedures, and provide the degree of fire protection, heat transmission and panic loading capability indicated by the opening class.
 - 4. Manufacture Intertek Testing Services / Warnock Hersey labeled doors and frames under the ITS/WH factory inspection program and in strict compliance to ITS/WH procedures, and provide the degree of fire protection capability indicated by the opening class.
 - 5. Affixed physical label or approved marking to fire doors and/or fire door frames, at an authorized facility as evidence of compliance with procedures of the labeling agency. Labels to be metal, paper or plastic. Stamped or die cast labels are not permitted. Labels are not to be removed, defaced or made illegible while the door is in service as covered in NFPA Pamphlet 80.
 - 6. Conform to applicable codes for fire ratings. It is the intent of this specification that hardware and its application comply or exceed the standards for labeled openings. In case of conflict between types required for fire protection, furnish type required by NFPA and UL.
- D. Manufacturer Qualifications: Member of the Steel Door Institute.
- E. Installer: Minimum five years documented experience installing products specified in this Section.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Storage of Doors

1. Store doors vertically in a dry area, under proper cover. Place the units on at least 4" high wood sills on floors in a manner that will prevent rust and damage. Avoid storage in non-vented plastic or canvas shelters, which create a humidity chamber and promote rusting. If the door becomes wet, or moisture appears, remove protective wrapping immediately. Provide a 4" space between the doors to permit air circulation. Proper storage is required to meet the requirements of ANSI/SDI A250.11 and HMMA 840.

B. Storage of Frames

1. Store frames in an upright position with heads uppermost under cover on 4" wood sills on floors in a manner that will prevent rust and damage. Do not use non-vented plastic or canvas shelters, which create a humidity chamber and promote rusting. Store assembled frames in a vertical position, five units maximum in a stack. Provide a 2" space between frames to permit air circulation.
2. Provide proper storage for doors and frames, to maintain the quality and integrity of the factory applied paint, and maintain the requirements of ANSI/SDI A250.10 and HMMA 840.
3. Sand, touch up and clean prime painted surfaces prior to finish painting in accordance with the manufacturer's instructions.

1.08 COORDINATION

- A. Coordinate Work with other directly affected sections involving manufacture or fabrication of internal cutouts and reinforcement for door hardware, electric devices and recessed items.
- B. Coordinate work with frame opening construction, door and hardware installation.
- C. Sequence installation to accommodate required door hardware.
- D. Verify field dimensions for factory assembled frames prior to fabrication.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Acceptable manufacturers for doors and frames specified are listed below. Only the products of the listed manufacturers will be accepted. No alternates will be accepted.

1. Steelcraft, Cincinnati, Ohio

2. Curries, Mason City, Iowa

B. Provide steel doors and frames from a single manufacturer.

2.02 DOORS:

A. Construct doors to these designs and gages:

1. Doors: See Drawings for required specifications.

2. Factory prime painted doors indicated on door schedule as MTL.

3. Hardware Reinforcements:

a. Hinge reinforcements for full mortise hinges: minimum 7 gage [0.180" (4.7mm)].

b. Lock reinforcements: minimum 16 gage [0.053" (1.3mm)].

c. Closer reinforcements: minimum 14 gage [0.067" (1.7mm)], 20" long.

d. Projection welded hinge and lock reinforcements to the edge of the door.

e. Provided adequate reinforcements for other hardware as required.

4. Glass moldings and stops (both labeled and non-labeled doors):

a. Fabricate glass trim from 24 gage [.6mm] steel conforming to:

- 1 Interior openings ASTM designation A 366 cold rolled steel
 - 2 Exterior openings ASTM designation A 924 Zinc-Iron Alloy-Coated galvanized steel with a zinc coating of 0.06 ounces per square foot (A60) for exterior openings.
- b. Install trim into the door as a four sided welded assembly with mitered, reinforced and welded corners.
 - c. Trim: identical on both sides of the door.
 - d. Exposed fasteners are not permitted. Labeled and non-labeled doors: use the same trim.
 - e. Acceptable mounting methods:
 - 1 Fit into a formed area of the door face, not extending beyond the door face, and interlocking into the recessed area
 - 2 Cap the cutout not extend more than 1/16" [1.6mm] from the door face.

B. Full Flush Type Doors Construction

1. ANSI-A250.4 criteria and tested to 5,000,000 operating cycles.
2. Approved door core constructions: See Drawings for required specifications.
3. Vertical edge seams: Provide doors with continuous vertical mechanical inter-locking joints at lock and hinge edges with visible edge seams, or a one piece full height 14 gage channel. Apply a continuous bead of structural epoxy in the internal vertical connection.:
 - a. Filled Vertical Edges (F): Continuous vertical mechanical interlocking joint with internal epoxy seal; edge seams epoxy filled and ground smooth.
4. Bevel hinge and lock door edges 1/8 inch (3 mm) in 2 inches (50 mm). Square edges on hinge and/or lock stiles are not acceptable.

2.03 DOOR FRAMES:

- A. Construct metal door frames to these profiles, designs and gages;
1. See Drawings for required specifications.
- B. Flush Frames: knocked down for field assembly or set-up and welded with temporary shipping bars. Factory die-mitered corner connections reinforced with four integral tabs to secure and interlock at jambs to head. Unless otherwise indicated, frame will have 2" faces and 5/8" stops. Frame depths per the architectural door schedule.
1. Provide frames with a minimum of six wall anchors and two adjustable base anchors of manufacturer's standard design.
- C. Drywall Frames: same as flush frames, 16 gage except:
1. Form frames with double return backbends to prevent cutting into drywall surface. Design knock down frames to be securely installed in the rough opening after wallboard is applied.
 - a. Drywall frames: knocked down for field assembly. Factory die-mitered corner connections reinforced at miters, including soffit tabs to secure and interlock at jambs to head
 2. Locate adjustable anchors in each jamb 4" from the top of the door opening to hold frame in rigid alignment.
 - a. Provide security anchor at strike jambs on all frames 7'6" high and over.
 3. Base anchor options:
 - a. Dimpled holes and face screw application.
- D. Prepare frames to receive inserted type door silencers (3) per strike jamb on single doors, and (2) per head for pair of doors. Stick-on silencers are not permitted.
- E. Frame Hardware Reinforcements:
1. Mortise hinge reinforcement: minimum 7 gage [0.180" (4.7mm)].
 - a. Provide high frequency hinge reinforcement for top hinge on all exterior, cross corridor, and stairwell frames, in accordance with SDI 111-H, Example "A" Application, where full mortise hinges are specified.

2. Strike reinforcements: minimum 16 gage [0.053" (1.3mm)] and prepared for an ANSI-A115.1-2 strike.
3. Closer reinforcement: minimum 14 gage [0.067" (1.7mm)] steel.
4. Projection weld hinge and strike reinforcements to the door frame.
5. Provide metal plaster guards for all mortised cutouts.
6. Provide adequate reinforcements for other hardware as required.

2.04 FINISH:

- A. Doors, frames and frame components are required to be cleaned, phosphatized, and finished with one coat of baked-on rust inhibiting prime paint in accordance with the ANSI/SDI A250.10 "Test Procedures and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames."

PART 3 EXECUTION:

3.01 INSTALLATION:

- A. Install doors and frames in accordance with Steel Door Institute's recommended erection instructions for steel frames ANSI A250.11.
- B. Install label doors and frames in accordance with NFPA-80.
- C. Remove temporary steel spreaders prior to installation of frames.
- D. Set frames accurately in position; plumb, align and brace until permanent anchors are set. After wall construction is complete, remove temporary wood spreaders.
 1. Field splice only at approved locations indicated on the shop drawings. Weld, grind, and finish as required to conceal evidence of splicing on exposed faces.
- E. Provide full height 3/8" to 1-1/2" thick strip of polystyrene foam blocking at non-labeled frames requiring grouting where continuous hinges are specified. Apply the strip to the back of the frame, where the hinge is to be installed, to facilitate field drilling or tapping.

- F. Where grouting is required in masonry, provide and install temporary bottom and intermediate wood spreaders to maintain proper width and avoid bowing or deforming of frame members. Refer to ANSI A250.11-2001, Standard.
1. Hollow Metal Frames to receive grouting: comply with a current copy of ANSI/SDI Standard A250.8, paragraph 4.2.2, whereby grout will be mixed to provide a 4" maximum slump consistency and hand troweled into place. Do not use grout mixed to a thinner, pumpable consistency; this practice is not recommended and not permissible. Refer to HMMA 820 TN01 Grouting Hollow Metal Frames.
- G. Provide a vertical wood brace during grouting of frame at openings over 4'0" wide, to prevent sagging of frame header.
- H. Glaze and seal exterior transom, sidelight and window frames in accordance with HMMA-820 TN03.
- I. Apply hardware in accordance with hardware manufacturers' instructions and Section 08710 FINISH HARDWARE of these Specifications. Install hardware with only factory-provided fasteners. Adjust door installation to provide uniform clearance at head and jambs, to achieve maximum operational effectiveness and appearance.

3.02 ADJUSTING:

- A. Final Adjustments: Adjust operating doors and hardware items just prior to final inspection and acceptance by the Owner and Architect. Leave work in complete and proper operating condition. Remove and replace defective work, including doors or frames that are damaged, bowed or otherwise unacceptable.
- B. Prime Coat Touch-Up: Immediately after erection, sand smooth rusted or damaged areas of prime coat, and apply touch-up of compatible air-drying primer.

3.03 PROTECTION

- A. Provide protective measures required throughout the construction period to ensure that door and frame units will be without damage or deterioration, other than normal weathering, at time of acceptance.

END OF SECTION

SECTION 08710
FINISH HARDWARE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide finish hardware throughout the Work as specified herein and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Installation of finish hardware is described in other Sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. Provide the services of an AHC or DAHC member of the American Society of Architectural Hardware Consultants to:
 - 1. Be available for consultation with the Architect at no additional cost to the Owner during progress of construction;
 - 2. Be present at completion of construction, and:
 - a. Inspect installation of all finish hardware items;
 - b. Make minor adjustments as required; and
 - c. Report to the Architect on completeness of the installation.
- B. The hardware consultant may be an employee of the supplier.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product data: Within 30 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. A "Door Schedule" listing all doors in the Work, and all other locations requiring finish hardware (a copy of the Door Schedule included in the Drawings may be used for this purpose), and assigning a "Hardware Group" to each such door and other location.
 - 2. A "Finish Hardware Schedule" listing each of the proposed "Hardware Groups," and defining in detail the proposed contents of each Hardware Group.

- a. Show the quantity of each type of item proposed to be supplied within each Hardware Group;
 - b. Show the dimensions, when pertinent, and the manufacturer's catalog number;
 - c. Show the finish of each item;
 - d. Show the manufacturer's name by a suitable legend.
- C. Samples:
1. Within 15 calendar days after being so requested by the Architect, deliver to the Architect Samples of each finish hardware item.
 2. All Samples will be returned to the Contractor, provided those Samples which are approved by the Architect are positively identified and are installed in the Work at locations agreed to by the Architect.
- D. In a timely manner to assure orderly progress of the Work, deliver templates or physical samples of the approved finish hardware items to pertinent manufacturers of interfacing items such as doors and frames.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01640.
- B. Individually package each unit of finish hardware, complete with proper fastenings and appurtenances, clearly marked on the outside to indicate contents and specific locations in the Work.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Fasteners:
 1. Furnish necessary screws, bolts, and other fasteners of suitable size and type to anchor the hardware in position for long life under hard use.
 2. Where necessary, furnish fasteners with expansion shields, toggle bolts, sex bolts, and other anchors approved by the Architect, according to the material to which the hardware is to be applied and according to the recommendations of the hardware manufacturer.
- B. Where butts are required to swing 180 degrees, furnish butts of sufficient throw to clear the trim.
- C. Furnish silencers for door frames at the rate of three for each single door and two for each door of pairs of doors;

except weatherstripped doors and doors with light seals or sound seals.

2.2 KEYING (Not Required)

- A. Factory key, masterkey, and grand-masterkey locks and cylinders as directed by the Architect.
- B. Furnish three keys for each lock, twelve master keys for each set, and three grand-master keys.
- C. Construction keying:
 - 1. Furnish a construction masterkey system with 15 keys for locks and cylinders.
 - 2. Use only the construction keys during construction.
 - 3. At the time of final acceptance of the Work, void the construction key system and, in the presence of the Architect, demonstrate that the specified keying system is operating properly.
- D. Identification and delivery:
 - 1. Factory stamp permanent keys, "DO NOT DUPLICATE."
 - 2. Identify permanent keys with tags, and send direct to the Owner by registered mail.

2.3 TOOLS AND MANUALS

- A. With the delivery of permanent keys, deliver to the Owner one complete set of adjustment tools and one set of maintenance manuals for locksets, latch sets, closers, and panic devices.

2.4 ACCEPTABLE PRODUCTS

- A. Single source for items:
 - 1. Except as specifically otherwise approved by the Architect, furnish for each item (such as "door butt type 1") only the product of a single manufacturer (such as "Hager BB-800").
 - 2. To the maximum extent practicable, furnish similar items (such as "door butts") only as the product of a single manufacturer (such as "Hager").
- B. For each of the required items of finish hardware, provide from the following list of acceptable products, or equals approved in advance by the Architect.
 - 1. Door butts:
 - a. Hager;
 - b. Lawrence;

- c. McKinney.
- 2. Locksets:
 - a. Schlage.
- 3. Latch sets:
 - a. Scalage.
- 4. Door closers:
 - a. Norton;
 - b. Yale.
- 5. Panic devices:
 - a. Von Duprin.
- 6. Door stops:
 - a. Builders Brass Works;
 - b. Quality.

2.5 OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

PART 3 - EXECUTION

3.1 DELIVERIES

- A. Stockpile items sufficiently in advance to assure their availability, and make necessary deliveries to the job site in a timely manner to assure orderly progress of the total Work.

3.2 COORDINATION

- A. Coordinate as necessary with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this Section.
- B. Upon completion of the Work, and as a condition of its acceptance, provide the inspection, adjustment, and report described in Article 1.2 above.

END OF SECTION

SECTION 09650
RESILIENT FLOORING

Part 1 - General

1.01 Summary

A. Section Includes:

1. Flooring and accessories as shown on the drawings and schedules and as indicated by the requirements of this section.

B. Related Documents

1. Drawings and General Provisions of the Contract (including General and Supplementary Conditions and Division 1 sections) apply to the work of this section.

1.02 References

A. Specified Manufacturer's Technical Manuals

B. ASTM International:

1. ASTM E 648 Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source
2. ASTM E 662 Standard Test Method for Specific Optical Density of Smoke Generated by Solid Materials
3. ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring
4. ASTM F 1482, Standard Guide to Wood Underlayment Products Available for Use Under Resilient Flooring
5. ASTM F 1700 Standard Specification for Solid Vinyl Tile
6. ASTM F 1861 Standard Specification for Resilient Wall Base
7. ASTM F 1869 Standard Test Method for Measuring Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride
8. ASTM F 2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes

C. National Fire Protection Association (NFPA):

1. NFPA 253 Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source
2. NFPA 258 Standard Test Method for Measuring the Smoke Generated by Solid Materials

D. Sustainability Standards

1. ASTM E1347 - 06(2011) Standard Test Method for Color and Color-Difference Measurement by Tristimulus Colorimetry

2. ASTM D5116 - 10 Standard Guide for Small-Scale Environmental Chamber Determinations of Organic Emissions From Indoor Materials/Products and California Department of Public Health (CDPH) Standard Method V1.1-2010
3. ISO 14001 Environmental management systems -- Requirements with guidance for use
4. ISO 14021 Environmental labels and declarations-Self-declared environmental claims (Type II environmental labeling)
5. ISO 14024 Environmental labels and declarations -- Type I environmental labeling -- Principles and procedures
6. ISO 14025 Environmental labels and declarations -- Type III environmental declarations -- Principles and procedures
7. NSF/ANSI 332: Sustainability Assessment for Resilient Floor Coverings

1.03 System Description

A. Performance Requirements:

Provide flooring which has been manufactured, fabricated and installed to performance criteria certified by manufacturer without defects, damage, or failure.

B. Administrative Requirements

1. Pre-installation Meeting: Conduct an on-site pre-installation meeting to verify project requirements, substrate conditions, manufacturer's installation instructions and manufacturer's warranty requirements. Comply with Division 1 Project Management and Coordination (Project Meetings) Section.
2. Pre-installation Testing: Conduct pre-installation testing as follows: [Specify testing (i.e. moisture tests, bond test, pH test, etc)]

C. Sequencing and Scheduling

1. Install flooring and accessories after the other finishing operations, including painting, have been completed. Close spaces to traffic during the installation of the flooring.
2. Do not install flooring over concrete slabs until they are sufficiently dry to achieve a bond with the adhesive, in accordance with the manufacturer's recommended bond, moisture tests and pH test.

1.04 Submittals

A. Tech Data

Submit shop drawings, seaming plan, coving details, and manufacturer's technical data, installation and maintenance instructions for flooring and accessories.

- B. Samples
Submit the manufacturer's standard samples showing the required colors for flooring and applicable accessories.
- C. MSDS
Submit Material Safety Data Sheets (MSDS) available for flooring product, adhesives, patching/leveling compounds, floor finishes and cleaning agents.
- D. Certifications-1
If required, submit the manufacturer's certification that the flooring has been tested by an independent laboratory and complies with the required fire tests.
- E. Closeout
Closeout Submittals: Submit the following:
 - 1. Operation and Maintenance Data: Operation and maintenance data for installed products in accordance with Division 1 Closeout Submittals (Maintenance Data and Operation Data) Section. Include methods for maintaining installed products, and precautions against cleaning materials and methods detrimental to finishes and performance.
 - 2. Warranty: Warranty documents specified herein.

1.05 Quality Assurance

- A. Responsibility
Single-Source Responsibility: provide types of flooring and accessories supplied by one manufacturer, including leveling and patching compounds, and adhesives.
- B. Select Installer
Select an installer who is competent in the installation of Specified Manufacturer's resilient solid vinyl tile flooring.
 - 1. Engage installers certified as Specified Manufacturer's Commercial Certified Installers.
 - 2. Confirm installer's certification by requesting their credentials.
- C. Fire Performance
Fire Performance Characteristics: Provide resilient flooring with the following fire performance characteristics as determined by testing material in accordance with ASTM test methods indicated below by a certified testing laboratory or other testing agency acceptable to authorities having jurisdiction:
 - 1. ASTM E 648 Critical Radiant Flux of 0.45 watts per sq. cm. or greater, Class I

2. ASTM E 662 (Smoke Generation) Maximum Specific Optical Density of 450 or less

1.06 Delivery, Storage, and Handling

- A. Comply-D1
Comply with Division 1 Product Requirements Sections
- B. Comply-Manufacturer
Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.
- C. Deliverability
Deliver materials in good condition to the jobsite in the manufacturer's original unopened containers that bear the name and brand of the manufacturer, project identification, and shipping and handling instructions.
- D. Storage
Store materials in a clean, dry, enclosed space off the ground, protected from harmful weather conditions and at temperature and humidity conditions recommended by the manufacturer. Protect adhesives from freezing. Store flooring, adhesives and accessories in the spaces where they will be installed for at least 48 hours before beginning installation.

1.07 Project Conditions

- A. Temperature
Maintain a minimum temperature in the spaces to receive the flooring and accessories of 65°F (18°C) and a maximum temperature of 85°F (29°C) for at least 48 hours before, during, and for not less than 48 hours after installation. Thereafter, maintain a minimum temperature of 55°F (13°C) in areas where work is completed. Protect all materials from the direct flow of heat from hot-air registers, radiators, or other heating fixtures and appliances. Refer to the Armstrong Guaranteed Installations Systems manual, F-5061 for a complete guide on project conditions.

1.08 Warranty

- A. Resilient
Resilient Flooring: Submit a written warranty executed by the manufacturer, agreeing to repair or replace resilient flooring that fails within the warranty period.
- B. Warranty Period
Warranty Period: Per Specified Manufacturer's Commercial warranty period.

C. Rights

The Warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under the requirements of the Contract Documents.

D. Validation

For the Warranty to be valid, this product is required to be installed using the appropriate Specified Manufacturer's Guaranteed Installation System. Product installed not using the specific instructions from the Guaranteed Installation System will void the warranty.

Part 2 - Products

2.01 Manufacturer

A. Company

Resilient tile flooring, wall base, adhesives and accessories:

1. See Drawing notes for preapproved Manufacturers.

2.02 Resilient Tile Flooring Materials

A. Products

Provide Luxury Solid Vinyl Tile Flooring manufactured by Specified Manufacturer's shown on the Drawings.

1. Description: A layered construction consisting of a tough, clear, vinyl wear layer protecting a high-fidelity print layer on a solid vinyl backing. Protected by a UV-cured polyurethane finish, the wear surface is embossed with different textures to enhance each of the printed visuals. Colors are insoluble in water and resistant to cleaning agents and light.
2. Reference specification - ASTM F 1700, "Standard Specification for Solid Vinyl Tile", Class III, Type B - Embossed Surface. Meets requirements for size, squareness, thickness, thickness of wear layer, residual indentation, resistance to chemicals, resistance to light and resistance to heat.
3. Pattern and Color: in color selected from the range currently available from Specified Manufacturer.
4. Size: in size selected from the range currently available from Specified Manufacturer.
5. Wear layer thickness: 0.020 (0.5 mm) minimum.
6. Thickness: in thickness specified by Specified Manufacturer.

2.03 Product Substitution

A. Substitutions

Substitutions: Substitutions by pre-approved manufactures is allowed. Other substitutions must be submitted for approval following the process outlined in Section 01630 Product Options and Substitutions. Preapproved options include:

1. See Drawings for preapproved equals.

2.04 Wall Base Materials

A. WBA Top Set

See Drawings for wall base requirments.

2.05 Adhesives

A. Standard Moisture

Provide Premium Vinyl Flooring Adhesive or High-Performance Epoxy Adhesive as recommended by the flooring manufacturer under the flooring and Wall Base Adhesive at the wall base as recommended by the flooring manufacturer.

2.06 Accessories

A. Patching

For patching, smoothing, and leveling monolithic subfloors (concrete, terrazzo, quarry tile, ceramic tile, and certain metals), provide Fast-Setting Cement-Based Patch and Underlayment or Cement-Based Patch, Underlayment and Embossing Leveler / Underlayment Additive as recommended by the flooring manufacturer.

B. Sealing

For sealing joints between the top of wall base or integral cove cap and irregular wall surfaces such as masonry, provide plastic filler applied according to the manufacturer's recommendations.

C. Transition

Provide transition/reducing strips tapered to meet abutting materials.

D. Threshold

Provide threshold of thickness and width as shown on the drawings.

Part 3 - Execution

3.01 Manufacturer's Instructions

A. Compliance

Compliance: Comply with manufacturer's product data, including technical bulletins, product catalog, installation instructions, and product carton instructions for installation and maintenance procedures as needed.

3.02 Examination

A. Site Verification

Site Verification of Conditions: Verify substrate conditions (which have been previously installed under other sections) are acceptable for product installation in accordance with manufacturer's instructions (i.e. moisture tests, bond test, pH test, etc.).

B. Visual Inspection

Visually inspect flooring materials, adhesives and accessories prior to installation. Flooring material with visual defects shall not be installed and shall not be considered as a legitimate claim.

C. Examine Subfloors

Examine subfloors prior to installation to determine that surfaces are smooth and free from cracks, holes, ridges, and other defects that might prevent adhesive bond or impair durability or appearance of the flooring material.

D. Inspect Subfloors

Inspect subfloors prior to installation to determine that surfaces are free from curing, sealing, parting and hardening compounds; residual adhesives; adhesive removers; and other foreign materials that might prevent adhesive bond. Visually inspect for evidence of moisture, alkaline salts, carbonation, dusting, mold, or mildew.

E. Reporting

Report conditions contrary to contract requirements that would prevent a proper installation. Do not proceed with the installation until unsatisfactory conditions have been corrected.

F. Failure Warning

Failure to call attention to defects or imperfections will be construed as acceptance and approval of the subfloor. Installation indicates acceptance of substrates with regard to conditions existing at the time of installation.

3.03 Preparation

A. Smooth Surfaces

Subfloor Preparation: Smooth concrete surfaces, removing rough areas, projections, ridges, and bumps, and filling low spots, control or construction joints, and other defects with Fast-Setting Cement-Based Patch and Underlayment or Cement-Based Patch, Underlayment and Embossing Leveler / Underlayment Additive as recommended by the flooring manufacturer. Refer to Specified Manufacturer's Guaranteed Installation Systems manual and ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring for additional information on subfloor preparation.

B. Subfloor Cleaning

Subfloor Cleaning: Remove paint, varnish, oils, release agents, sealers, and waxes. Remove residual adhesives as recommended by the flooring manufacturer. Remove curing and hardening compounds not compatible with the adhesives used, as indicated by a bond test or by the compound manufacturer's recommendations for flooring. Avoid organic solvents. Refer to the Specified Manufacturer's Guaranteed Installation Systems manual and ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring for additional information on subfloor preparation.

C. Standard Moisture Test

Perform subfloor moisture testing in accordance with ASTM F 2170, 'Standard Test Method for Determining Relative Humidity in Concrete Slabs Using in-situ Probes' or ASTM F 1869, 'Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride' and Bond Tests as described in Specified Manufacturer's Guaranteed Installation System, to determine if surfaces are dry; free of curing and hardening compounds, old adhesive, and other coatings; and ready to receive flooring. Relative humidity shall not exceed 80% or MVER shall not exceed 5 lbs./1000 sq. ft./24 hrs. On installations where both the Percent Relative Humidity and the Moisture Vapor Emission Rate tests are conducted, results for both tests shall comply with the allowable limits listed above. Do not proceed with flooring installation until results of moisture tests are acceptable. All test results shall be documented and retained

D. pH Test

Concrete pH Testing: Perform pH tests on concrete floors regardless of their age or grade level. All test results shall be documented and retained.

E. Surface Cleaning

Surface Cleaning: Vacuum or broom-clean surfaces to be covered immediately before the application of flooring. Make subfloor free from dust, dirt, grease, and all foreign materials.

3.04 Installation of Flooring

A. Specified Manufacturer

Install flooring in strict accordance with the latest edition of Specified Manufacturer's Guaranteed Installation Systems manual. Failure to comply may result in voiding the manufacturer's warranty listed in Section 1.08

B. Wall-to-Wall

Install flooring wall to wall before the installation of floor-set cabinets, casework, furniture, equipment, movable partitions, etc. Extend flooring into toe spaces, door recesses, closets, and similar openings as shown on the drawings.

C. Pan-type

If required, install flooring on pan-type floor access covers. Maintain continuity of color and pattern within pieces of flooring installed on these covers. Adhere flooring to the subfloor around covers and to covers.

D. Scribe

Scribe, cut, and fit to permanent fixtures, columns, walls, partitions, pipes, outlets, and built-in furniture and cabinets.

E. Roll

Roll with a 100-pound (45.36 kilogram) roller in the field areas Refer to specific rolling instructions of the flooring manufacturer.

F. Tools

Install flooring with adhesives, tools, and procedures in strict accordance with the manufacturer's written instructions. Observe the recommended adhesive trowel notching, open times, and working times.

3.05 Installation of Accessories

A. Top Set

Apply top set wall base to walls, columns, casework, and other permanent fixtures in areas where top-set base is required. Install base in lengths as long as practical, with inside corners fabricated from base materials that are

mitered or coped. Tightly bond base to vertical substrate with continuous contact at horizontal and vertical surfaces.

B. Voids

Fill voids with plastic filler along the top edge of the resilient wall base or integral cove cap on masonry surfaces or other similar irregular substrates.

3.06 Cleaning

Contractor shall perform initial. Owner to perform on-going maintenance according to the latest edition of Specified Manufacturer's Guaranteed Installation Systems manual.

3.07 Protection

A. Protection

Protect installed flooring as recommended by the flooring manufacturer against damage from rolling loads, other trades, or the placement of fixtures and furnishings.

END OF SECTION

SECTION 09655
RESILIENT WALL BASE

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes: Resilient Wall Base

1.02 REFERENCED DOCUMENTS

A. ASTM International:

1. F 1861 Standard Specification for Resilient Wall base
2. E 84 Standard Test Method for Surface Burning Characteristics of Building Materials
3. F 386 Standard Test Method for Thickness of Resilient Flooring Materials Having Flat Surfaces
4. E 648 Standard Test Method for Critical Radiant Flux of Flooring systems Using a Radiant EnergySource.
5. E 662 Test Method for Specific Density of Smoke Generated by Solid Materials.
6. F 925 Standard Test Method for Resistance to Chemicals of Resilient Flooring.
7. F 137 Standard Test Method for Flexibility of Resilient Flooring Materials with Cylindrical Mandrel Apparatus
8. F 1515 Standard Test Method for Measuring Light Stability of Resilient Vinyl Flooring by Color Change

B. Other Referenced Documents

1. National Fire Protection Association (NFPA): NFPA 255, Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Energy Source
2. National Fire Protection Association (NFPA) 258 Test Method for Specific Density of Smoke Generated by Solid Materials.
3. California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65).
4. The Collaborative for High Performance Schools (CHPS)

1.03 SUBMITTALS

- A. Product Data: Submit product data, including manufacturer's specification summary sheet for specified products
- B. Shop Drawings: Submit shop drawings showing layout, finish colors, patterns and textures.
- C. Samples: Submit selection and verification samples for finishes, colors, and textures.
- D. Quality Assurance Submittals: Submit the following:
 5. Test Reports: Certified test reports showing compliance with specified performance characteristics and physical

properties.

6. Manufacturer's Instructions: Manufacturer's installation and maintenance instructions.

E. Submit the following:

7. Maintenance Data: Maintenance data for installed products in accordance with Division 1 sections. Include methods for maintaining installed products, and precautions against cleaning materials and methods detrimental to finishes and performance.
8. Warranty: Warranty documents specified herein.

1.04 QUALITY ASSURANCE

A. Installer Qualifications: Installer experienced in performing work of this section who has specialized in installing work similar to that required for this project.

B. Regulatory Requirements

9. Fire Performance characteristics: Provide resilient sheet vinyl floor covering with the following fire performance characteristics as determined by testing products in accordance with ASTM method (and) NFPA method) indicated below by a certified testing laboratory or another testing and inspecting agency acceptable to authorities having jurisdiction.
 - a. ASTM E 648 (NFPA 253), Critical Radiant Flux of Floor Covering Systems: Class 1, > 1.0 W/cm²
 - b. ASTM E 662 (NFPA 258), Specific Optical Density of Smoke Generated by Solid Materials: Passes, <450
 - c. ASTM E 84 (NFPA 255), Surface Building Characteristics of Building Materials: Class C

C. Single-Source Responsibility: Obtain resilient wall base and manufacturer's recommended adhesive from a single supplier.

D. Pre-Installation Meetings: Conduct pre-installation meeting to verify project requirements, substrate Conditions & manufacturer's recommended substrates and required preparation manufacturer's installation instructions and manufacturer's warranty requirements. Comply with requirements in Division 1.

1.05 DELIVERY, STORAGE, AND HANDLING

A. General: Comply with requirements in Division 1.

B. Ordering: Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays.

C. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

D. Storage and Protection: Store materials protected from exposure to harmful weather conditions and acclimated to site conditions at temperature and humidity conditions recommended by

manufacturer.

1.06 PROJECT CONDITIONS

A. Environmental Requirements/Conditions: In accordance with manufacturer's recommendations, areas to receive resilient wall base shall be clean, fully enclosed, weather tight with the permanent HVAC set at a uniform temperature of 65-85 degrees F for 48 hours prior too during, and thereafter installation of resilient wall base. Resilient wall base and adhesive shall be conditioned in the same manner. Resilient wall base must be unboxed & acclimated in area of use at least 48 hours prior to installation. Minimum temperature shall be a 65 degrees F after installation.

1.07 SEQUENCING AND SCHEDULING

A. Finishing Operations: Install resilient wall base after finishing operations, including floor covering painting and ceiling operations etc., have been completed.

1.08 WARRANTY

A. Manufacturer's Materials Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under Contract Documents.

10. Warranty Period: 1 year limited warranty commencing on Date of Substantial Completion. Notice of any defect must be made in writing to manufacturer within thirty (30) days after buyer learns of the defect.

11. Limited Wear Warranty: 3 year limited wear warranty.

1.09 MAINTENANCE

A. Extra Materials: Deliver to Owner extra materials from same production run as products installed. Package products with protective covering and identify with descriptive labels. Comply with Division One Closeout Submittals (Maintenance Materials) Section.

12. Quantity: Furnish quantity of Resilient Wall Base equal to 5% of amount installed.

13. Delivery, Storage and Protection: Comply with Owner's requirements for delivery, storage and protection of extra materials.

B. Maintenance of finished floor covering to be conducted per Manufacturer's Maintenance Guide.

PART 2 PRODUCTS

2.01 RESILIENT WALL BASE

- A. Manufacturer: See Drawings for Specified Manufacturers.
- B. Test results:
 - 14. Thickness tolerance: Complies with ASTM F-386
 - 15. Flexibility: Complies with ASTM F-137
 - 16. Resistance to Heat Aging: Complies with ASTM F-1515
 - 17. Resistance to Detergents: Complies with ASTM F-925
 - 18. Resistance to Alkalis: No fading or softening
 - 19. Dimensional Stability: Complies with ASTM F 1861
 - 20. Squareness: 90 degrees +/- 0.5 degrees
 - 21. Does do not contain any of the hazardous chemicals listed in California Proposition 65
 - 22. Collaborative for High Performance Schools (CHPS) 01350 Low-Emitting Material Criteria: Pass
- C. Product(s):
 - 23. See Drawings for Specified Manufacturer's product, color by Owner.
 - a. Color as selected by Architect from manufacturer's standard colors.
 - b. Nominal Height as shown on the Drawings. If not indicated, provide 4 1/2" (101.6mm)
 - c. Lengths: 120' coils
 - d. Factory Inside/Outside Rubber Corner Blocks - OR
 - e. Formed by installer on site

PART 3 EXECUTION

3.01 MANUFACTURER'S INSTRUCTIONS

- A. Compliance: Comply with manufacturer's instructions for installation.
- B. Adhesive: Specified Manufacturer's Wall Base Adhesive.
- C. Caulking: Specified Manufacturer's Colored Caulk.

3.02 EXAMINATION

- A. Site Verification of Conditions: Verify substrate conditions are acceptable for installing product in accordance with manufacturer's instructions.
- B. Material Inspection: In accordance with manufacturer's installing requirements, visually inspect materials prior to installing. Material with visual defects shall not be installed.

3.03 PREPARATION

- A. Adjacent Surfaces Protection: Protect adjacent work areas and finish surfaces from damage during product installation.
- B. Surface Preparation, General: Prepare substrate in accordance with manufacturer's instructions.
- C. Substrate: Prepare manufacturer's recommended substrates to be smooth, rigid, flat, level, permanently dry, clean and free of foreign materials such as paint, dust, grease, oils, solvent,

old adhesive residue, vinyl wall coverings, non-porous surfaces and all other contaminants that may interfere with adhesive bond.

3.04 INSTALLING

- A. Manufacturer's instructions for specifications on installing resilient wall base.
- B. Resilient wall base colors, heights and profiles: As selected by Architect.
- C. Specified Manufacturer's Adhesive
- D. Specified Manufacturer's Colored Caulk

3.05 FIELD QUALITY REQUIREMENT

- A. Manufacturer's Field Services: Upon Owner's request and with minimum 72 hours notice, provide manufacturer's field service consisting of product use recommendations and periodic site visits to confirm installing of product is in accordance with manufacturer's instructions.

3.06 CLEANING

- A. Cleaning: Repair or replace damaged installed products. Clean installed products in accordance with manufacturer's instructions prior to owner's acceptance. Remove construction debris from project site and legally dispose of debris.

END OF SECTION

SECTION 09900

PAINTING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Paint and finish the exterior and interior exposed surfaces listed on the Painting Schedule in Part 3 of this Section, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 2. Priming or priming and finishing of certain surfaces may be specified to be factory-performed or installer-performed under pertinent other Sections.
- C. Work not included:
1. Unless otherwise indicated, painting is not required on surfaces in concealed areas and inaccessible areas such as furred spaces, foundation spaces, utility tunnels, pipe spaces, and duct shafts.
 2. Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze, and similar finished materials will not require painting under this Section except as may be so specified.
 3. Do not paint moving parts of operating units; mechanical or electrical parts such as valve operators; linkages; sensing devices; and motor shafts, unless otherwise indicated.
 4. Do not paint over required labels or equipment identification, performance rating, name, or nomenclature plates.
 5. Do not paint concrete which has been sandblasted.
- D. Definitions:
1. "Paint," as used herein, means coating systems materials including primers, emulsions, epoxy, enamels, sealers, fillers, and other applied materials whether used as prime, intermediate, or finish coats.

1.2 QUALITY ASSURANCE

- A. 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 Section.

B. Paint coordination:

1. Provide finish coats which are compatible with the prime coats actually used.
2. Review other Sections of these Specifications as required, verifying the prime coats to be used and assuring compatibility of the total coating system for the various substrata.
3. Upon request, furnish information on the characteristics of the specific finish materials to assure that compatible prime coats are used.
4. Provide barrier coats over non-compatible primers, or remove the primer and re-prime as required.
5. Notify the Architect in writing of anticipated problems in using the specified coating systems over prime-coatings supplied under other Sections.

1.3 SUBMITTALS

A. Comply with pertinent provisions of Section 01340.

B. Product data: Within 35 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:

1. Materials list of items proposed to be provided under this Section;
2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.

C. Samples:

1. Following the selection of colors and glosses by the Architect, as described under "Color Schedules" in Part 2 of this Section, submit Samples for the Architect's review.
 - a. Provide three Samples of each color and each gloss for each material on which the finish is specified to be applied.
 - b. Except as otherwise directed by the Architect, make Samples approximately 8" x 10" in size.
 - c. If so directed by the Architect, submit Samples during progress of the Work in the form of actual application of the approved materials on actual surfaces to be painted.
2. Revise and resubmit each Sample as requested until the required gloss, color, and texture is achieved. Such Samples, when approved, will become standards of color and finish for accepting or rejecting the work of this Section.

3. Do not commence finish painting until approved Samples are on file at the job site.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01640.

1.5 JOB CONDITIONS

- A. Do not apply solvent-thinned paints when the temperature of surfaces to be painted and the surrounding air temperatures are below 45 degrees F, unless otherwise permitted by the manufacturers' printed instructions as approved by the Architect.
- B. Weather conditions:
 1. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85%; or to damp or wet surfaces, unless otherwise permitted by the manufacturers' printed instructions as approved by the Architect.
 2. Applications may be continued during inclement weather only within the temperature limits specified by the paint manufacturer as being suitable for use during application and drying periods.

1.6 EXTRA STOCK

- A. Upon completion of the work of this Section, deliver to the Owner an extra stock equaling 10% of each color, type, and gloss of paint used in the Work, tightly sealing each container, and clearly labeling with contents and location where used.

PART 2 - PRODUCTS

2.1 PAINT MATERIALS

- A. Acceptable materials:
 1. The Painting Schedule in Part 3 of this Section is based, in general, on products of Sherwin Williams.
 2. Equal products of PEG, Glidden, Pratt & Lambert, or other manufacturers approved in advance by the Architect, may be substituted in accordance with provisions of the Contract.
 3. Where products are proposed other than those specified by name and number in the Painting Schedule, provide under the product data submittal required by Article 1.3 of this Section a new painting schedule compiled

in the same format used for the Painting Schedule included in this Section.

- B. Undercoats and thinners:
 - 1. Provide undercoat paint produced by the same manufacturer as the finish coat.
 - 2. Use only the thinners recommended by the paint manufacturer, and use only to the recommended limits.
 - 3. Insofar as practicable, use undercoat, finish coat, and thinner material as parts of a unified system of paint finish.

2.2 COLOR SCHEDULES

- A. The Architect will prepare a color schedule with samples for guidance in painting.
- B. The Architect may select, allocate, and vary colors on different surfaces throughout the Work, subject to the following.
 - 1. Exterior work: A maximum of five different colors will be used, with variations for trim, doors, miscellaneous work, and metal work.
 - 2. Interior work: A maximum of 15 different pigmented colors will be used, with variations for trim and wall surfaces and wainscots.
 - 3. Dark tones: A maximum of ten dark tones will be used as accent colors for interior.

2.3 APPLICATION EQUIPMENT

- A. For application of the approved paint, use only such equipment as is recommended for application of the particular paint by the manufacturer of the particular paint, and as approved by the Architect.
- B. Prior to use of application equipment, verify that the proposed equipment is actually compatible with the material to be applied, and that integrity of the finish will not be jeopardized by use of the proposed equipment.

2.4 OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 MATERIALS PREPARATION

- A. General:
 - 1. Mix and prepare paint materials in strict accordance with the manufacturers' recommendations as approved by the Architect.
 - 2. When materials are not in use, store in tightly covered containers.
 - 3. Maintain containers used in storage, mixing, and application of paint in a clean condition, free from foreign materials and residue.
- B. Stirring:
 - 1. Stir materials before application, producing a mixture of uniform density.
 - 2. Do not stir into the material any film which may form on the surface, but remove the film and, if necessary, strain the material before using.

3.3 SURFACE PREPARATION

- A. General:
 - 1. Perform preparation and cleaning procedures in strict accordance with the paint manufacturers' recommendations as approved by the Architect.
 - 2. Remove removable items which are in place and are not scheduled to receive paint finish; or provide surface-applied protection prior to surface preparation and painting operations.
 - 3. Following completion of painting in each space or area, reinstall the removed items by using workmen who are skilled in the necessary trades.
 - 4. Clean each surface to be painted prior to applying paint of surface treatment.
 - 5. Remove oil and grease with clean cloths and cleaning solvent of low toxicity and flash point in excess of 200 degrees F, prior to start of mechanical cleaning.
 - 6. Schedule the cleaning and painting so that dust and other contaminants from the cleaning process will not fall onto wet newly painted surfaces.
- B. Preparation of wood surfaces:

1. Clean wood surfaces until free from dirt, oil, and other foreign substance.
 2. Smooth finished wood surfaces exposed to view, using the proper sandpaper. Where so required, use varying degrees of coarseness in sandpaper to produce a uniformly smooth and unmarred wood surface.
 3. Unless specifically approved by the Architect, do not proceed with painting of wood surfaces until the moisture content of the wood is 12% or less as measured by a moisture meter approved by the Architect.
- C. Preparation of metal surfaces:
1. Thoroughly clean surfaces until free from dirt, oil, and grease.
 2. On galvanized surfaces, use solvent for the initial cleaning, and then treat the surface thoroughly with phosphoric acid etch. Remove etching solution completely before proceeding.
 3. Allow to dry thoroughly before application of paint.

3.4 PAINT APPLICATION

- A. General:
1. Touch-up shop-applied prime coats which have been damaged, and touch-up bare areas prior to start of finish coats application.
 2. Slightly vary the color of succeeding coats.
 - a. Do not apply additional coats until the completed coat has been inspected and approved.
 - b. Only the inspected and approved coats of paint will be considered in determining the number of coats applied.
 3. Sand and dust between coats to remove defects visible to the unaided eye from a distance of five feet.
 4. On removable panels and hinged panels, paint the back sides to match the exposed sides.
- B. Drying:
1. Allow sufficient drying time between coats, modifying the period as recommended by the material manufacturer to suit adverse weather conditions.
 2. Consider oil-base and oleo-resinous solvent-type paint as dry for re-coating when the paint feels firm, does not deform or feel sticky under moderate pressure of the thumb, and when the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- C. Brush applications:

1. Brush out and work the brush coats onto the surface in an even film.
 2. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, and other surface imperfections will not be acceptable.
- D. Spray application:
1. Except as specifically otherwise approved by the Architect, confine spray application to metal framework and similar surfaces where hand brush work would be inferior.
 2. Where spray application is used, apply each coat to provide the hiding equivalent of brush coats.
 3. Do not double back with spray equipment to build up film thickness of two coats in one pass.
- E. For completed work, match the approved Samples as to texture, color, and coverage. Remove, refinish, or repaint work not in compliance with the specified requirements.
- F. Miscellaneous surfaces and procedures:
1. Exposed mechanical items:
 - a. Finish electric panels, access doors, conduits, pipes, ducts, grilles, registers, vents, and items of similar nature to match the adjacent wall and ceiling surfaces, or as directed.
 - b. Paint visible duct surfaces behind vents, registers, and grilles flat black.
 - c. Wash metal with solvent, prime, and apply two coats of alkyd enamel.
 2. Exposed pipe and duct insulation:
 - a. Apply one coat of latex paint on insulation which has been sized or primed under other Sections; apply two coats on such surfaces when unprepared.
 - b. Match color of adjacent surfaces.
 - c. Remove band before painting, and replace after painting.
 3. Hardware: Paint prime coated hardware to match adjacent surfaces.
 4. Wet areas:
 - a. In toilet rooms and contiguous areas, add an approved fungicide to paints.
 - b. For oil base paints, use 1% phenolmercuric or 4% tetrachlorophenol.
 - c. For water emulsion and glue size surfaces, use 4% sodium tetrachlorophenate.
 5. Interior: Use "stipple" finish where enamel is specified.
 6. Exposed vents: Apply two coats of heat-resistant paint approved by the Architect.

3.5 PAINTING SCHEDULE

A. Unless specified in the Drawings, provide the following paint finishes.

1. Interior:
 - a. Wood trim, doors, etc.
 - (1) Primer: Multi-Purpose Latex Primer Sealer/Undercoater
 - (2) Finish Coat(s): Harmony Interior Acrylic Latex - Semi-Gloss
 - b. Drywall
 - (1) Primer: Multi-Purpose Latex Primer Sealer/Undercoater
 - (2) Finish Coat(s): Harmony Interior Acrylic Latex - Flat for Ceilings & Eg-Shel for Walls
 - c. Drywall (Bathrooms & Kitchens)
 - (1) Primer: Multi-Purpose Latex Primer Sealer/Undercoater
 - (2) Finish Coat(s): Harmony Interior Acrylic Latex - Flat for Ceilings & Eg-Shel for Walls
 - d. Metal (previously painted)
 - (1) Primer: Multi-Purpose Latex Primer Sealer/Undercoater
 - (2) Finish Coat(s): Ovation Interior Latex Paint Eggshell
 - e. Metal (New)
 - (1) Primer: touch-up factory approved primer
 - (2) Finish Coat(s): Ovation Interior Latex Paint Eggshell

END OF SECTION

SECTION 11450

RESIDENTIAL EQUIPMENT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide ranges, refrigerators, range hoods, and other residential equipment and appliances where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

- A. 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 Section.

1.3 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01640.

PART 2 - PRODUCTS

2.1 APPLIANCES

- A. Where shown on the Drawings, provide appliances called for on the drawings, or equals approved in advance by the Architect, in color selected by the Architect from standard colors of the approved manufacturer. Approval for substitutions must be received by strictly following the procedures outlined in Instructions to Bidders. In order to receive approval for substitutions, all the appliances called for on the drawings must be fabricated, supplied, and guaranteed by the same manufacturer. Substitutions requested on a piece-meal basis using multiple manufacturers will not be considered.

2.2 OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as

selected by the Contractor subject to the approval of the Architect.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 INSTALLATION

- A. Coordinate as required with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this Section.
- B. Install the work of this Section in strict accordance with the original design, pertinent requirements of governmental agencies having jurisdiction, and the manufacturer's recommended installation procedures as approved by the Architect, anchoring all components firmly into position for long life under hard use.
- C. Upon completion of installation and hookup to utilities, put each operating component of each appliance through at least five complete operating cycles, adjusting as needed to secure optimum operation level.
- D. Touchup scratches and abrasions to be completely invisible to the unaided eye from a distance of five feet.
- E. Promptly remove from the job site all cartons and packing material associated with the work of this Section.
- F. Leave all warrantee materials, instruction and installation manuals and all other accessories and packing information with the Owner.
- G. Provide all adapters, connectors, and fittings necessary to connect the appliance or equipment to the proper utilities.

END OF SECTION

SECTION 16010

BASIC ELECTRICAL REQUIREMENTS

PART 1 GENERAL

1.1 DEFINITION

- A. The phrases "this Contractor" and "the Contractor" herein refers to the Electrical Contractor. The Electrical Contractor shall be a subcontractor to the Mechanical Contractor and all cost associated with electrical work shall be included in the Mechanical Contractor's bid proposal.

1.2 SECTION INCLUDES

- A. Basic Electrical Requirements specifically applicable to Division 15 Sections, in addition to Division 1 - General Requirements, and General Conditions of the Contract for Construction.

1.3 WORK INCLUDED

- A. Furnish and install, as shown on the drawings, complete and ready for use, including all customary support equipment and all accessories determined by the Engineer to be necessary, and including such additional fees, permits, controls, labels and instruction manuals as may not be within the scope of the other Contracts, the following:
 - 1. Furnish and install all work outlined in the Electrical specifications and on the Drawings.
- B. The work to be done under this portion of the Contract is subject to the "**General Conditions**" and "**Supplementary Conditions**" in the forepart of these specifications unless otherwise changed or amended in this portion.

1.4 COORDINATION

- A. This Contractor shall review the plans and specifications and coordinate his work with work of all other trades involved for this project, as well as the principal contractor's subcontractor(s). Coordination shall be such that progress shall continue as planned on the project, and finished work shall harmonize with other trades both in service and appearance.
- B. This Contractor shall erect all parts of the equipment to be furnished under these specifications at such time and in such a manner as not to delay or interfere with other Contractors.

1.5 PLANS & SPECIFICATIONS

- A. The system that is indicated on the Electrical Plans must be brought to each Contractor's attention that certain pertinent information and details appear on the existing Plans, and these will become part of the Electrical Contract. The

Mechanical and Electrical Plans are intended to be complementary, but in the event of any discrepancies between them or between any of the plans and these specifications, the Engineer shall be notified promptly and he will issue his interpretation to all interested parties at once.

- B. In the arrangement of equipment to conform with construction conditions, the Mechanical Plans and Details shall govern rather than the Electrical Drawings.
- C. It is not intended that the drawings shall show every conduit, junction box, device or appliance and it is understood that while drawings must be followed as closely as job conditions will permit, this Contractor is held responsible for the installation of the system in accordance with the true intent. This Contractor shall furnish, without extra cost, all such appliances and fittings necessary to provide a complete system in accordance with the best practice and to the satisfaction of the Owner, or his representative.
- D. Should it be found that a junction box, switch, piece of equipment, etc. cannot be installed as shown on the drawings, this Contractor shall consult the Engineer before proceeding with the installation or making any changes.
- E. Should there be any clarification required for either Plans or Specifications, it is the responsibility of this Contractor to question the Engineer before placing his bid. The Engineer shall interpret the intent and meaning of the Plans and Specifications after the Contract is let and the Contractor shall abide by his decision at **NO EXTRA** COST.
- F. Installation, start-up and service instructions and recommendations of equipment manufacturers and labels bearing instruction shall be part of this Specification. If there is a conflict between these instructions and information contained in this Specification the Contractor shall question the Engineer for clarification **before proceeding** with installation.
- G. The information shown on the drawings is taken from the existing information procured from the Engineering survey and other available data. The Electrical Contractor shall verify the location, present use and size of existing power and notify the Engineer of any discrepancy between the Drawings and actual condition before proceeding with the final connection. Additional compensation will not be allowed if proper notification of improper conditions is not given immediately.

1.6 GUARANTEES & WARRANTIES

- A. Contractor shall refer to the General Conditions.
- B. All materials and equipment furnished shall be new and in first class condition, free from all defects and shall be guaranteed against defective materials, design, workmanship and performance for a period of one (1) year from date of

final acceptance. Upon receipt of notice from the Owner of the failure of any item during the guarantee period, this Contractor shall be responsible for promptly replacing the affected parts without expense to the Owner. All material used to repair the system shall be new.

- C. All materials, appliances, and equipment which are subject to the Underwriter's Laboratory Test shall bear the label of approval of the National Board of Fire Underwriter's Laboratories.

1.7 SUPERVISION, FEES, PERMITS & COMPLIANCE

- A. This Contractor shall complete a first quality job satisfactory in all respects to the Owner and his representatives, and shall perform the work in a workmanlike manner.
- B. Contractor must comply with all state, city and local codes and ordinances governing work of this character. The Contractor shall obtain and pay for all permits, licenses, and certificates required for the complete installation of work specified. All work shall comply with the National Board of Fire Underwriters, Department of Labor and Industry, American Gas Association, International Electric Code and other regulating bodies.
- C. The Electrical Contractor shall give his personal supervision to the work or have a competent superintendent (satisfactory to the Engineer) on the work at all times during the progress of the project with authority to act for him. The Contractor shall also provide an adequate staff for the proper coordinating and expediting the work.
- D. He shall lay out his work, and shall be responsible for all lines, elevations, and measurements of the work inspected by him under this Contract. He must exercise proper precaution to verify the figures shown on the drawings before laying out the work and will be held responsible for any error resulting from his failure to exercise such precaution.

1.8 CLEANING & PROTECTION

- A. Protect work, equipment and materials at all times. Pipe openings shall be capped or plugged during construction period. Equipment shall be protected against dirt, water, chemicals and damage. The Contractor shall not endanger or damage any work by cutting, digging or otherwise and shall not cut or alter the work of any other Contractor save with written consent of the Architect or Engineer.

1.9 DAMAGE TO OTHER WORK

- A. Contractor will be held responsible for damage to the structure, and for damage to other work caused by his work or through the neglect of his workmen. Patching and repairing of damaged work shall be done by this Contractor that originally

installed the work, as directed by the Engineer, but cost of same shall be borne by this Contractor.

1.10 CONSTRUCTION SAFETY

- A. This Contractor shall be responsible for compliance with all local and State of New Jersey laws and regulations pertaining to the elimination of hazards and the safe-guarding of life, limb and health of employees, inspection personnel and Owner's personnel on or about the construction site. This requirement is a contractual obligation and remains in effect for the duration of the contract, from commencement of work to time of completion.
- B. The following shall be complied with where applicable:
 - 1. International Building Code (IBC) 2015.
 - 2. National Fire Codes as published by National Fire Protection Association (NFPA).
 - 3. State and Local Codes pertaining to storage of flammable substances.
 - 4. Occupational Safety and Health Act (OSHA).
 - 5. National Electric Code (NEC) 2014.
- C. The Contractor shall be governed by all regulations in effect at the time.
- D. This Contractor shall be responsible for any accident to men, material, equipment or property.
- E. Neither the Architect nor the Engineer shall be responsible for any aspect of safety during construction or to ensure that the Contractor follows whatever safety regulations which may be applicable.

1.11 CUTTING & PATCHING

- A. Openings and recesses necessary for the installation of the work will be provided by this Contractor.
- B. Where concealed work proves to be defective during the guarantee period, this Contractor shall engage the services of the trade that provided the original general construction work to remove the floor, walls, ceilings or other required work. This Contractor shall then correct his defective installation. The walls, ceilings, etc. will be replaced by the General Contractor to match the adjacent finish. The costs involved in this part of the work shall be borne by this Contractor in the event his is found responsible for the defective installation due to inferior material or poor workmanship.

END OF SECTION

WAGE RATE DECISION

IMPORTANT NOTICE:

THIS PROJECT IS GOVERNED BY THE LITTLE DAVIS-BACON PREEMPTION RULE PUBLISHED IN THE FEDERAL REGISTER, VOLUME 53, NUMBER 154, ON AUGUST 10, 1988. THIS RULE REQUIRES BID DOCUMENTS AND CONTRACTS LET BY THE HUD-ASSISTED PUBLIC HOUSING AGENCY OR INDIAN HOUSING AUTHORITY TO CONTAIN A STATEMENT THAT ANY STATE RATE THAT EXCEEDS THE CORRESPONDING FEDERAL RATE IS INAPPLICABLE AND SHALL NOT BE ENFORCED. THIS CHANGES 24 CFR, PARTS 905, 941, 965, AND 068.

"General Decision Number: NJ20190035 01/04/2019

Superseded General Decision Number: NJ20180035

State: New Jersey

Construction Type: Building

County: Mercer County in New Jersey.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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

Modification Number	Publication Date
0	01/04/2019

ASBE0089-004 07/01/2017

Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST INSULATOR ((includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems; also, the application of firestopping material to openings and

penetrations in walls,
 floors, ceilings and curtain
 walls; also, all lead
 abatement)).....\$ 42.32 33.88

PAID HOLIDAYS:

The last day prior to the Christmas and New Year's Day
 observed holiday: 4 hrs. pay.

 BRNJ0002-013 05/01/2018

	Rates	Fringes
Bricklayer.....	\$ 42.20	32.36

Work on high stacks: 22% per hour additional.

 * CARP0006-009 11/01/2018

	Rates	Fringes
CARPENTER (Scaffold Builder).....	\$ 49.51	57%

The first sixty feet at the regular rate, 10% per hour
 additional for each additional fifty feet thereafter.

 * CARP0006-011 11/01/2018

	Rates	Fringes
CARPENTER Including Acoustical Ceiling Installation, Drywall Hanging and Formwork.....	\$ 49.51	57%

 ELEV0005-004 01/01/2018

	Rates	Fringes
Elevator mechanic.....	\$ 55.76	32.65

PAID HOLIDAYS:

New Year's Day, Memorial Day, Independence Day, Labor
 Day, Veteran's Day, Thanksgiving Day, the Friday after
 Thanksgiving Day, and Christmas Day.

PAID VACATION:

Employer contributes 2% of basic hourly rate as vacation
 pay credit for 6 months to 5 years of service, and 4% for 5
 years or more of service.

 PLAS0008-007 05/01/2015

	Rates	Fringes
Plasterer.....	\$ 36.87	26.33

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	42.09	32.82

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

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

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

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

Union Rate Identifiers

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

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

DRAWINGS

BOUND SEPARATELY