



CITY OF LAS VEGAS

1700 N. GRAND AVE. LAS VEGAS, NEW MEXICO 87701
505-454-1401 FAX: 505-425-7335

**CITY OF LAS VEGAS
SPECIAL PUBLIC HOUSING AUTHORITY
BOARD MEETING AGENDA
April 11, 2018 – WEDNESDAY – 5:00 P.M.
City Council Chambers
1700 North Grand Avenue**

(The City Council is the Housing Authority Board of Commissioner on any matters concerning the Housing Department.)

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. MOMENT OF SILENCE**
- V. APPROVAL OF AGENDA**
- VI. PUBLIC INPUT **** (not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting)****
- VII. BUSINESS ITEMS**
 - 1. Approval/Disapproval to Award Bid #2018-20 to the Lowest Responsive Bidder and enter into contract for Construction Services for two (2) Unit Rehabilitation Project. 408 and 303 Sandoval.**

Natasha Martinez-Padilla, Finance Specialist The City of Las Vegas Housing Authority wishes to rehabilitate 408 Sandoval and 303 Sandoval to increase the number of units available for occupancy. This project is being funded with Replacement Housing Factor Funds (RHFF).
- VIII. EXECUTIVE SESSION/CLOSED SESSION**

THE HOUSING AUTHORITY BOARD OF COMMISSIONERS MAY CONVENE INTO EXECUTIVE SESSION IF SUBJECT MATTER OF ISSUES ARE EXEMPT

FROM THE OPEN MEETINGS REQUIREMENT UNDER §(H) OF THE OPEN MEETINGS ACT.

- i. Personnel matters, as permitted by Section 10-15-1(H) (2) of the New Mexico Open Meetings Act, NMSA 1978.**
- ii. Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1(H) (7) of the New Mexico Open Meetings Act, NMSA 1978.**
- iii. Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1(H) (8) of the Open Meetings Act, NMSA 1978.**

IX. ADJOURN

ATTENTION PERSONS WITH DISABILITIES: The meeting room and facilities are accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office prior to the meeting so that arrangements may be made.

NOTE: A final Agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from City Hall, Office of the City Clerk, 1700 North Grand Avenue, Las Vegas, New Mexico 87701.

SPECIAL
HOUSING COMMISSION MEETING AGENDA REQUEST

DATE: 3/30/18 DEPT: Housing MEETING DATE: 4/11/18

ITEM/TOPIC:

Approval/Disapproval to Award Bid #2018-20 to the Lowest Responsive Bidder and Enter Into Contract for Construction Services for Two (2) Unit Rehabilitation Project. 408 and 303 Sandoval.

ACTION REQUESTED OF COMMISSION:

Approval/Disapproval to Award Bid #2018-20 to the Lowest Responsive Bidder and Enter Into Contract for Construction Services for Two (2) Unit Rehabilitation Project. 408 and 303 Sandoval.

BACKGROUND/RATIONALE:

The City of Las Vegas Housing Authority wishes to rehabilitate 408 Sandoval and 303 Sandoval to increase the number of units available for occupancy. This project is being funded with Replacement Housing Factor Funds (RHFF).

STAFF RECOMMENDATION:

Recommend approval to Award Bid #2018-20 to the Lowest Responsive Bidder and Enter Into Contract for Construction Services for Two (2) Unit Rehabilitation Project. 408 and 303 Sandoval.

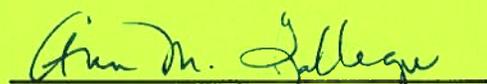
COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

REVIEWED AND APPROVED BY:



TONITA GURULE-GIRON
HOUSING COMMISSION CHAIRMAN



ANN MARIE GALLEGOS
INTERIM CITY MANAGER

PURCHASING AGENT


SUBMITTER'S SIGNATURE

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)

CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES AND
RESOLUTIONS MUST BE REVIEWED)

Project Manual for

2 UNIT REMODEL PROJECT

303 Sandoval	1 - 2 Bedroom Unit
408 Sandoval	1 - 2 Bedroom Unit

Las Vegas Housing Authority
Project NM 7-6a
Las Vegas, New Mexico

Replacement Housing Factor Funds
NM02R007501-16
NM02R007501-17

Opening No. 2018-20

December 26, 2017

LOWRY CONSULTANTS, INC.

PO Box 31
Sandia Park, NM 87047

Phone (505) 259-5915
Fax (505) 435-9920

Project Manual

for

2 UNIT REMODEL PROJECT

303 ~~305~~ Sandoval 1 - 2 Bedroom Unit
408 Sandoval 1 - 2 Bedroom Unit

Las Vegas Housing Authority
Project NM 7-6a
Las Vegas, New Mexico

Replacement Housing Factor Funds
NM02R007501-16
NM02R007501-17



LOWRY CONSULTANTS, INC.

December 26, 2017

2 UNIT REMODEL PROJECT
 LAS VEGAS HOUSING AUTHORITY
 LAS VEGAS, NEW MEXICO

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*NOTE: Please photocopy these documents required to be submitted with bid. If documents are removed from the Project Manual, deposit will not be returned.

CALL FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m. April 11, 2018 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; on the following: 2 Unit Remodel Project. A pre-bid meeting will be held on April 4, 2018 at 2:30 p.m. at the main offices of the Las Vegas Housing Authority, located at 2400 Sagebrush Avenue, Las Vegas, New Mexico for all interested contractors.

Project Manual and Bid Documents may be examined at the following locations:

Albuquerque Reprographics 4716 McLeod NE Albuquerque, NM (505) 884-0862	Construction Reporter 1607 2 nd Street NW Albuquerque, NM (505) 243-9793
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Documents pertaining to this project may be secured at the Albuquerque Reprographics or the City Clerks Office, located at 1700 N. Grand Avenue, Las Vegas, New Mexico, on the following basis:

General Contractors, Subcontractors, Suppliers, and Manufacturers: One (1) set of Contract Documents may be obtained upon deposit of \$50.00 per set, refundable. The deposit will be refunded to those who return the Contract Documents to the Engineer in good condition within seven days of the bid opening.

Mailed Bids should be addressed to the City Clerk, 1700 North Grand Avenue, Las Vegas, New Mexico 87701; with the envelope marked: 2 Unit Remodel Project, Opening No: 2018-20 on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and all interested parties, any bidder or their authorized representative is invited to attend.

Bid security in an amount of not less than five percent (5%) of the total amount of the bid submitted is required of each bidder. An acceptable Bidder's Bond or Cashier's Check must accompany each bid as a guarantee that, if awarded the contract, the bidder will enter into a contract promptly and execute the required Contract Documents.

Bidders are advised that the specifications of the Project Manual require that Davis-Bacon federal wage rates be paid for labor. Any state labor wage rates that exceed the corresponding federal rate is inapplicable and shall not be enforced. (Federal Register August 10, 1988, 24 CFR Part 905, 941, 965 & 968).

The state procurement code, sections 13-1-28 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kick-backs.

Bidders are advised that a liquidated damages clause is included in the Contract, as called for in the General Conditions of the Contract for Construction.

No bidder may withdraw their bid within sixty (60) days after the actual date of the opening thereof. The City of Las Vegas reserves the right to reject any or all bids and waive any or all informalities.

CITY OF LAS VEGAS:

Ann Marie Gallegos
ANN MARIE GALLEGOS, INTERIM CITY MANAGER

Daniel J. ...
CITY ATTORNEY

Casandra Fresquez
CASANDRA FRESQUZ, CITY CLERK

Tana Vega
TANA VEGA, INTERIM FINANCE DIRECTOR

Helen Vigil
HELEN VIGIL, PURCHASING AGENT

Opening No. 2018-20 Date Issued: 3/22/2018
Published: Las Vegas Optic, Albuquerque Journal, www.lasvegasnm.gov March 26, 2018
Advertise: _____

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

Barbara Padilla, Interim Housing Director
Las Vegas Public Housing Authority
2400 Sagebrush Street
Las Vegas, NM 87701

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

(3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 00100
ADDITIONAL INSTRUCTIONS TO BIDDERS

1. **SCOPE OF WORK:**
The work consists of furnishing all labor and materials required for the delivery and installation of the following items of work: **2 Unit Remodel Project.**

2. **REQUIRED DOCUMENTS TO BE INCLUDED WITH BID:**
The following items are required for a bid proposal to be considered responsive, any proposal lacking any of these items shall be considered unresponsive.
 1. **Bid Proposal Form with Tax Identification, Bidder Information and Affidavit.**
 2. **List of Subcontractors.**
 3. **Non-Collusive Affidavit.**
 4. **Campaign Contribution Disclosure Form.**
 5. **Representation, Certifications, and other Statements of Bidders, HUD-5369A.**
 6. **Bid Bond or Cashier's Check.**

3. **LEAD BASED PAINT (LBP) PROHIBITION:**
Any contractor awarded a contract for modernization shall comply with 24 CFR Part 35, prohibiting the use of Lead Base Paint.

4. **ASBESTOS CONTAINING BUILDING MATERIALS (ACBM):**
No new ACBM will be allowed in any form or shape whatsoever. This statement takes priority and supersedes any statement or section which may contain asbestos.

5. **Explanations and interpretations to prospective bidders (additional information):**
All questions regarding the contract documents or the scope of work shall be directed in writing to Lowry Consultants, Inc., fax number (505) 435-9920. An addendum may be issued prior to the bid opening date in response to all inquiries.

6. **CONTRACT:**
The form of agreement between owner and contractor shall be the American Institute of Architects document A101-2017 edition.

7. **TAXES:**
The bid amount shall exclude the applicable gross receipts tax or applicable local option tax. The Owner shall pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into. The applicable gross receipts tax or local option tax shall be shown as a separate amount on each billing or request for payment made under the contract, as outlined in the State Procurement Code Chapter 348, Section 5, Section 13-1-108, NMSA-108 as amended.

8. **METHODS OF AWARD - Lowest Qualified Bidder:**
The Owner shall award one (1) contract to the lowest responsive bidder. The Owner reserves the right to reject any or all bids and to waive any informality in bids received.

SECTION 00100
 ADDITIONAL INSTRUCTIONS TO BIDDERS
STANDARD BID CLAUSES

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid meets the required specifications. The City of Las Vegas (City) reserves the right to reject any of all Bids and to waive any technical irregularity in the form of the Bid.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before April 11, 2018, at 2:00 p.m., at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for April 12, 2018. The successful Bidder will be notified by E-mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. **Enclose one (1) original and two (2) copies of Bid.**

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition, in the connection with the submitted bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see their bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled opening date and time set, this bid will not be considered.

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any

SECTION 00100
ADDITIONAL INSTRUCTIONS TO BIDDERS

interpretation, corrections or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's destination. Products rejected for nonconformance with the specifications shall be removed by the Bidder; at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership then they shall provide their Social Security Number.

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of

SECTION 00100
ADDITIONAL INSTRUCTIONS TO BIDDERS

its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly.

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid, his/her opinion should be made known to the Department involved in this bid request at least fifteen (15) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid, His/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department.

SECTION 00100
ADDITIONAL INSTRUCTIONS TO BIDDERS

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specified contract has been created).

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the date of termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

TAXES

Bidder must pay all applicable taxes. If bidder is from outside the City of Las Vegas, the successful bidder shall pay the applicable Gross Receipts tax rate for the City of Las Vegas.

**SECTION 00200
BID DESCRIPTION**

1. GENERAL

The scope of work to be performed shall be two Bid Lots known as Base Bid and Bid Lot No.1.

Bid proposals shall include furnishing all labor, materials and performing all work in connection with construction or installation of the work described. The price quoted herein represents the total compensation to be paid by the Housing Authority for services provided. It is understood that the contractor providing said services is responsible for payment of all costs of labor, equipment, tools, material, permits, licenses, fees, insurance, bonding, overhead, subcontractors and any other items necessary to complete the scope of work described. The prices quoted in this agreement include an amount sufficient to cover such costs.

Bid proposals shall not include New Mexico Gross Receipts. Tax shall be added to the invoice at current rates for the City of Las Vegas as a separate item to be paid by the Owner.

Contractor is responsible for obtaining necessary permits and providing required drawings for permitting purposes from the City of Las Vegas and the State of New Mexico, Construction Industries Division.

It is the intent of the Housing Authority to award all Bid Lots, provided adequate funding is available. However, Bid Lots as described may be contracted either separately or a combined single contract at the discretion of the Housing Authority.

The term of this agreement shall be for ninety (90) calendar days from date of award, provided all Bid Lots are awarded.

References elsewhere in the Contract Documents to Base Bid and Bid Lots as set forth below shall be interpreted to mean the full lot as described herein. This section shall govern conflicts referring to bid lots in the Contract Documents.

2. BASE BID

- 303 Sandoval Street Remodel 1 - 2 Bedroom Unit

3. BID LOT NO. 1

- 408 Sandoval Street Remodel 1 - 2 Bedroom Unit

SECTION 00300
BID PROPOSAL FORM

Date of Bid: _____

BY (CONTRACTOR): _____

**2 Unit Remodel Project
Las Vegas Housing Authority
Las Vegas, New Mexico**

To the Board of the Las Vegas Housing Authority (also called "OWNER"):

1. In compliance with the Invitation for Bids for the above referenced project, the undersigned, having examined the Bid Documents, Contract Documents and Drawings, and having examined the site of the project and being familiar with the conditions surrounding the proposed construction, hereby propose to furnish all labor, materials, and supplies required to perform the work in conformance therewith and in the time stated therein, at the price or prices stated in this proposal.

2. **BASE BID:** Bidder agrees to perform the Work at 303 Sandoval Street described as Base Bid in the Contract Documents for the lump sum price of:

_____ (Dollars) (\$) _____
Amounts to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

3. **BID LOT NO. 1:** Bidder agrees to perform the Work at 408 Sandoval Street described as Bid Lot No. 1 in the Contract Documents for the lump sum price of:

_____ (Dollars) (\$) _____

4. **TOTAL BID AMOUNT:** Sum of BASE BID and BID LOT 1:

_____ (Dollars) (\$) _____

5. In accordance with New Mexico Statutes, Gross Receipts Taxes are excluded from the above bid prices and will be billed as a separate added amount at the time of each pay request, in the percentage applicable at the time of billing for the City of Las Vegas.

6. The undersigned hereby acknowledges that the Bid Lots as described may be contracted either separately or a combined single contract at the discretion of the Housing Authority.

7. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the bid opening.

SECTION 00300
BID PROPOSAL FORM

If the Contract is to be awarded, Owner will give the successful Bidder a NOTICE OF AWARD within sixty (60) days after the bid opening.

8. Owner reserves the right to reject any or all bids and to waive any informality in the bidding.
9. The undersigned tenders herewith, as a bid guarantee, a Cashier's Check or Bid Bond in the sum of five (5) percent of the total amount of bid:

AMOUNT OF BID BOND:

_____ (Dollars) (\$)

10. The undersigned hereby agrees to execute the final Contract, Performance Bond, and Labor and Materials Payment Bond within seven (7) days after receipt of the Notice of Award.
11. It is hereby mutually understood and agreed that in case the undersigned does not execute the Contract and Bonds within seven (7) days after receipt of the Notice of Award, the undersigned forfeits the accompanying Check or Bid Bond as liquidated damages for delay and additional expense to the Owner caused thereby, and Owner may proceed to award the Contract to others.
12. The undersigned agrees within seven (7) days after the Contract is executed, to deliver to the Owner the CERTIFICATES OF INSURANCE as required in the General Conditions. Workman's Compensation is required of all general contractors and sub-contractors. A certificate of insurance confirming Workman's Compensation coverage will be require prior to contract execution.
13. The undersigned hereby agrees to commence the work within seven (7) days after receipt of NOTICE TO PROCEED. The undersigned further agrees that all work items will be completed within NINETY (90) calendar days from the date shown on the Notice to Proceed. The Notice to Proceed will be dated to include the anticipated time for delivery of materials.
14. The undersigned hereby acknowledges that there are LIQUIDATED DAMAGES payable to the Owner for delays in the construction of the project. The undersigned hereby agrees to pay the Owner the sum of Two Hundred Dollars (\$200.00) Liquidated Damages for each calendar day of delay until the Work is substantially complete.
15. The undersigned hereby acknowledges that the entire work is subject to Federal Wage Rates as issued specifically for this project by the US Department of Housing and Urban Development; that certified weekly payroll reports shall be submitted to the Owner.
16. In accordance with the New Mexico Subcontractors Fair Practice Act of 1988, attached to this proposal is the list of Subcontractors and Suppliers who will provide material and labor for the project based on the Base Bid Proposal in its entirety.

SECTION 00300
BID PROPOSAL FORM

17. If requested, Bidder agrees to furnish to Owner all information and data necessary for Owner to determine the qualifications and ability of Bidder to perform the Work, including a Contractor's Qualification Statement (such as AIA Document A305).

18. Addenda: The Bidder hereby acknowledges receipt of the following addenda to the drawings and project manuals, all provisions and requirements of which addenda have been taken into consideration in the preparation of this proposal.

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

19. Bid Proposal Contents:

- _____ 1. Bid Proposal Form with Tax Identification, Bidder Information and Affidavit.
- _____ 2. List of Subcontractors.
- _____ 3. Non-Collusive Affidavit.
- _____ 4. Campaign Contributions Disclosure Form.
- _____ 5. Representation, Certifications, and other Statements of Bidders, HUD-5369A.
- _____ 6. Bid Bond or Cashier's Check.

20. Provide the following tax information.

Contractor's New Mexico State Taxation No. (CRS ID) _____

Contractor's Federal Taxation Identification No. (TIN) _____

Contractor's Social Security Number (SSN) _____
(If sole proprietorship or partnership)

21. The Bid Proposal is hereby respectfully submitted. The signatory below hereto certifies and warrants that he/she has full authority to submit this Bid Proposal on behalf of the Bidder.

SECTION 00300
BID PROPOSAL FORM
BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER: (_____) _____

FAX NUMBER: (_____) _____

CELL NUMBER: (_____) _____

EMAIL ADDRESS: _____

NEW MEXICO CONTRACTOR'S LICENSE NO.: _____

BID ITEM (S): See Bid Proposal Form

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF _____)

COUNTY OF _____)

I _____, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Signature

Subscribed and sworn to before me, this _____ day of _____, 2018

(SEAL)

Notary Public Signature

My Commission Expires: _____

SECTION 00400
SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold **\$5,000.00** **Five Thousand Dollars**

For each category of the project list all subcontractors, sub-subcontractors, other organizations, and/or persons which the BIDDER will be subcontracting, for an amount exceeding \$5000. The BIDDER shall define the subcontracting categories and list only one subcontractor, sub-subcontractor, other organization, and/or person for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontract, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Bid received that fail to list subcontractors as required by the work in this agreement shall be rejected.

It is anticipated that the following Subcontractors may be required on this project.

- Electrical
- Plumbing
- Mechanical
- Insulation

SECTION 00400
SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

LIST OF PROJECT SUBCONTRACTORS
FOR SUBCONTRACT AMOUNTS EXCEEDING \$5,000

Subcontractor's Business Name _____
Principal Place of Business _____
Telephone Number _____
NM Contractor's License No. (If applicable) _____
Type of Work _____

Subcontractor's Business Name _____
Principal Place of Business _____
Telephone Number _____
NM Contractor's License No. (If applicable) _____
Type of Work _____

Subcontractor's Business Name _____
Principal Place of Business _____
Telephone Number _____
NM Contractor's License No. (If applicable) _____
Type of Work _____

Subcontractor's Business Name _____
Principal Place of Business _____
Telephone Number _____
NM Contractor's License No. (If applicable) _____
Type of Work _____

Subcontractor's Business Name _____
Principal Place of Business _____
Telephone Number _____
NM Contractor's License No. (If applicable) _____
Type of Work _____

Signature of Authorized Representative for Bidder _____ Date _____

Duplicate, complete, and submit additional sheets as required.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

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

Rev. 3

**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 Rev. 3

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

(b) A fully executed "Previous Participation Certificate" [] is, [X] 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)

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

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

OWNER:
(Name, legal status and address)

BOND AMOUNT:

PROJECT:
(Name, location or address, and Project number, if any)

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

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this _____ day of _____

(Contractor as Principal) *(Seal)*
(Witness)

(Title)

(Surety) *(Seal)*
(Witness)

(Title)

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

DAVIS-BACON WAGE RATES

General Decision Number NM180004

January 5, 2018

RESIDENTIAL CONSTRUCTION

General Decision Number: NM180004 01/05/2018 NM4

Superseded General Decision Number: NM20170004

State: New Mexico

Construction Types: Residential

Counties: Cibola, Colfax, Guadalupe, Harding, McKinley, Mora, Quay, Rio Arriba, San Juan, San Miguel, Taos, Torrance and Union Counties in New Mexico.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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 \$10.35 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 2018. 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	01/05/2018

SUNM1999-003 08/05/1999

	Rates	Fringes
Carpenter (excluding installation of soft floors and batt and blown insulation).....	\$ 10.85	.30
Cement Mason.....	\$ 10.91	
Drywall Finisher.....	\$ 8.00	
Electrician.....	\$ 12.00	.23
Laborer, Unskilled.....	\$ 8.13	
Painter (excluding drywall finishing).....	\$ 9.00	

Plumber		
Including HVAC work.....	\$ 16.07	.65
Roofer.....	\$ 9.87	
Sheet metal worker (Setting of HVAC unit and duct work installation only).....	\$ 14.43	.58
Soft Floor Layer.....	\$ 10.00	

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

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

STATEMENT OF COMPLIANCE WITH SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

EMPLOYMENT OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS IN CONNECTION WITH THE CAPITAL FUND PROGRAM OF THE CONTRACTING AGENCY.

The Contractor/Subcontractor hereby recognizes that:

a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development as is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701u.) Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in are owned in substantial part by persons residing in the area of the 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 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 contracting agency will require the Contractor to send to each labor organization or representative of workers with which he has the collective bargaining agreement or other contract of understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The contracting agency will required the Contractor to 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 the regulations issued by the Secretary of subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135.30 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirement shall subject 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 specified by 24 CFR 135.135.

Furthermore, the Contractor agrees to comply with the provisions of Section 3 as stated above and that he/she will not perform or subcontract any work in connection with this project, unless he/she and his/her subcontractors first submit an Affirmative Action Plan for utilizing lower income area residents of the Section 3 covered project area and small businesses located in the target area to the contracting agency for approval by the Housing Authority.

Contractor's Name: _____

Signature: _____ Title: _____ Date: _____

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 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, HAs would be unable to enforce their contracts.

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

The information requested does not lend itself to confidentiality.

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

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1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [60 %] (percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

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

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

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

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

6. Construction Progress Schedule

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

7. Site Investigation and Conditions Affecting the Work

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

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

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

8. Differing Site Conditions

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

9. Specifications and Drawings for Construction

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

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

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "shown" "indicated", "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) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

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

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

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

13. Health, Safety, and Accident Prevention

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

14. Temporary Heating

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

15. Availability and Use of Utility Services

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

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

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

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

17. Temporary Buildings and Transportation of Materials

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

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

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

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

21. Use and Possession Prior to Completion

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

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

22. Warranty of Title

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

23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of one year (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

The Contractor shall complete all work required on this contract within 90 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 breakdown of the contract price. Such estimates shall be submitted not later than 20 calendar days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that
 - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
 - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
 - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name:

Title:

Date:

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

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

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

28. Contract Modifications

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

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

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

29. Changes

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

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

30. Suspension of Work

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

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

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

31. Disputes

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

32. Default

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

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

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

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ 200,000 [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

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

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

34. Termination for Convenience

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

35. Assignment of Contract

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

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
 - (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ 500,000 [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a 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 \$ 500.00 [Contracting Officer insert amount] per occurrence.
- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

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

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

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

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

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

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

39. Equal Employment Opportunity

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

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

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

41. Interest of Members of Congress

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

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

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

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

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

44. Royalties and Patents

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

45. Examination and Retention of Contractor's Records

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

46. Labor Standards - Davis-Bacon and Related Acts

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

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

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

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

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

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

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

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

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

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

47. Non-Federal Prevailing Wage Rates

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

48. Procurement of Recovered Materials.

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

AIA[®] Document A101[™] – 2017

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

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

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

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

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

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

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

The parties should complete A101[™]-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement.

AIA Document A201[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Sample

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- Not later than () calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
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§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
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§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
------	-------

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS**§ 5.1 Progress Payments**

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the _____ day of a _____ month, the Owner shall make payment of the amount certified to the Contractor not later than the _____ day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

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

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

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

_____ %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article I of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date
--------	-------	------

- .6 Specifications

Section	Title	Date	Pages
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- .7 Addenda, if any:

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

- .8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

- AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)



Performance Bond

CONTRACTOR:
(Name, legal status and address)

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

OWNER:
(Name, legal status and address)

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

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

CONSTRUCTION CONTRACT

Date:

Amount:

Description:
(Name and location)

BOND

Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____
Name and Title:
(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

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

TECHNICAL PROVISIONS

2 UNIT REMODEL PROJECT
 LAS VEGAS HOUSING AUTHORITY
 LAS VEGAS, NEW MEXICO

INDEX TO TECHNICAL PROVISIONS

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SECTION 01000 - SCOPE OF WORK

SCOPE OF WORK

The project includes all materials, labor, equipment, procedures, methods, and processes to complete **2 Unit Remodel Project**. All work shall comply with the *latest edition* of local, state and federal codes including but not limited to the NMRBC, NMEC, NMMC, NMPC, NMECC, OSHA, and Life Safety Code. Refer to Specifications for descriptions of materials. The work is further described as follows:

BASE BID

- 303 Sandoval Remodel 1 - 2 Bedroom Unit

BID LOT NO.1

- 408 Sandoval Remodel 1 - 2 Bedroom Unit

GENERAL INFORMATION

1. Contractor shall field verify all areas, dimensions, quantities and existing unit conditions.
2. Contractor shall contact Call 811 Before You Dig or www.nm811.org for underground utility line spots prior to start of work.
3. Contractor shall coordinate with the Owner's Representative for all work.
4. The Contracting Officer and/or Engineer shall approve all installations.
5. See specifications and drawings for detailed information on the Scope of Work.
6. Clean up daily all trash and debris. Keep work area clean. Clean up all debris, dirt, and scrap materials. Dispose of debris in an approved landfill or on-site waste container.

PRE-BID SUBSTITUTION REQUIREMENT

1. Cabinet and Window product substitution. Other cabinet and window manufacturers requesting approval to bid their product as an equal must submit a substitution request ten days prior to close of bidding: See Section 01630 Product Options and Substitutions.

GUARANTEE - WARRANTY

1. The following guarantee is a part of the Specifications and shall be binding on the Contractor:

"The Contractor guarantees that this installation is free from mechanical defects. He agrees to replace or repair to the satisfaction of the Engineer any part of the installation which may fail within the warranty period, provided that such a failure is due to defects in the materials or workmanship or failure to follow specifications for the project."

SECTION 01010 - GENERAL REQUIREMENTS

1.0 GENERAL

1.1 Summary of the Work: The work for this project shall be as outlined in, but not limited to, the following:

1.1.1 Remodel (2) two dwelling units complete with all materials, labor and equipment necessary for a working installation.

1.2 Location: The project is located at Site 7-6a Las Vegas, New Mexico.

1.2.1 Site Description: The site is within the Las Vegas Housing Authority; see the location map for specific unit location information.

1.3 The Work: The work is to be accomplished in such a workmanlike manner and with such facilities as will render the project complete in the time allocated using all necessary equipment, labor, skills, safety measures, precautions, and proper supervision and construction disciplines to provide quality materials, equipment, finishes to include all items, necessary and implied in the contract documents toward satisfactory acceptance of the intended results.

1.5 Standards:

1.5.1 Work shall be performed in accordance with specifications contained herein.

1.5.2 Materials and products of manufactures shall be installed in accordance with their current recommendations.

1.5.3 Corrective work, if required due to damage or substandard work caused by the Contractor's forces shall be executed with best trade practices at no additional costs to the Owner.

1.6 Rules Governing Work: Perform all work in accordance with applicable provisions of current local, state, and national codes, rules, and laws having jurisdiction, including, but not limited to the following:

New Mexico Residential Building Code

NM Electrical Code

NM Mechanical Code

NM Plumbing Code

NM Energy Conservation Code

New Mexico Life Safety Code (NFPA)

New Mexico Environmental Improvement Regulations

Occupational Safety and Health Act (OSHA)

2.0 SITE INVESTIGATION

The Contractor shall investigate and satisfy himself as to the conditions affecting the work, including but not restricted to, those bearing upon underground utilities, transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, the character of equipment and facilities needed preliminary to and during prosecution of the work. Any failure by the contractor to acquaint himself with the available information will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the

SECTION 01010 - GENERAL REQUIREMENTS

work. The Owner assumes no responsibility for any conclusions or interpretations made by the contractor on the basis of information made available by the Engineer.

3.0 AWARD OF THE CONTRACT

Pursuant to the bidding requirements and the Owners' rights to accept or reject any or all bids, as may be most advantageous to the Owner.

4.0 PERMITS, FEES AND TAXES

4.1 The Contractor shall secure and pay for all building permits and all fees required for performance of his portion of the Work.

4.2 Gross Receipts Taxes: In accordance with the New Mexico Procurement Code (NMSA 1987, 13-1-108), the Gross Receipts Tax is excluded from the Contract Sum but shall be included on each filing for a request for payment and is to be paid to the Contractor by the Owner in the percentile applicable at the time of billing.

5.0 PAYMENTS FOR TEST

Cost of all testing or for all material for testing required or specified for the project shall be paid for by the Contractor and/or Subcontractor whose work the tests pertain to.

6.0 SCHEDULE OF VALUES

Before the first partial payment under the contract becomes due, the Contractor and the Engineer shall prepare jointly a schedule of the estimated values of the main branches of the work, totaling the amount of the contract. The value in the schedule will be used only for determining partial payment.

7.0 WEEKLY PAYROLLS

Original Certified weekly payrolls of all Contractors and Subcontractors specific to this project shall be submitted to the Las Vegas Housing Authority, 2400 Sagebrush, Las Vegas, NM 87701, not more than five (5) working days following the close of the payroll period. *Fax weekly, copies of certified weekly payrolls to Engineer at (505) 435-9920.*

8.0 SAFETY AND PROTECTION

The Contractor shall, at all times, safely guard the Owner's property and adjacent property and protect his Personnel, Owner's Staff and Residents from injury or loss in connection with this Contract. All guard fences and other facilities required must be provided and maintained, and must meet the requirements of the regulatory agencies.

8.1 Use standard approved signs and barricades for traffic direction in accordance with the latest Manual of Uniform Traffic Control Devices.

8.2 Undesirable products:

8.2.1 Explosives: No explosives shall be used or brought to the site.

8.2.2 Toxic Products: Materials containing asbestos, lead based paint, or urea formaldehyde shall not be on the site or incorporated into the construction.

9.0 OCCUPANCY

SECTION 01010 - GENERAL REQUIREMENTS

- 9.1 The units will not be occupied throughout the life of this Contract. All work shall be performed in such a manner and with such temporary facilities so as to cause the least possible interference with the living conditions of nearby residents.
- 9.2 Contractor's vehicles shall be confined to areas designated by the Contracting Officer and shall move cautiously into and around the site.
- 9.3 Contractor's personnel shall refrain from any association with the public and shall avoid any yelling, loud and abusive language or loud music.
- 10.0 **TEMPORARY UTILITIES**
The Owner will furnish water and 110V electricity for construction. The Contractor shall ascertain the availability, make temporary connections and remove it upon completion. He shall be prudent in the use of all the utilities and avoid waste or damage to it or interference with the service to other areas of the premises. The Contractor shall furnish temporary appliances and all safety precautions in their use shall be met.
- 10.1 **Telephone:** A mobile telephone shall be provided and paid for by the Contractor in the area, immediately upon commencement of the work, and maintained during the life of the Contract.
- 10.2 **Temporary Toilets:** Temporary chemical toilets shall be furnished by the Contractor and placed in an area approved by the Contracting Officer. Toilet shall be regularly cleaned and serviced during the entire construction project. Toilet facilities installed in the residential units or office are not to be used by construction personnel.
- 10.3 **Water:** Water for construction will be made available by the Owner, at no cost to the Contractor, from existing systems in operation at the site. The Contractor shall provide means for connection and equipment to avail him of the required water utilizing such temporary means as may be required.
- 11.0 **STORAGE OF MATERIALS**
Storage of materials for the performance of the work shall be confined to areas of construction or a storage facility designated to be acceptable. The Owner has room available at Site 7-6a for a 40 foot container.
- 11.1 Materials designated to be disposed shall not be stored except to accumulate for daily hauling to an environmentally suitable disposal site.
- 11.2 The Contractor shall ascertain the location, requirements, and fees of the legal disposal areas and shall be responsible for conforming to the rules and payment for their rules.
- 12.0 **OPERATIONS**
Operations of the Contractor shall be confined to areas approved by the Contracting Officer. Contractor shall hold and save the Owner harmless from liabilities arising from the use, trespass, and damages occasioned by his operations.
- 12.1 **Damages:** Contractor shall be responsible for the damages to and resulting from the project until such a time the project is accepted by the Engineer and Contracting Officer.

SECTION 01010 - GENERAL REQUIREMENTS

- 12.2 Security: Contractor shall ensure that units and contractors' personal property are secured at all times during construction.
- 12.3 Restriction of Work: Contractor operations shall be restricted to working on only areas that can be protected and safely secured during non-working hours.
- 13.0 OBSERVATION
The Contractor shall notify the Engineer and Contracting Officer of any condition requiring investigation or observation prior to continued operation, at least 24 hours prior to such operation.
- 13.1 Engineer and/or Contracting Officer shall inspect each installation for proper materials, operation, and quality of installation. Deficient work will be reported in writing to the contractor, corrected, and re-inspected by Engineer and/or Contracting Officer prior to final payment.
- 14.0 PROTECTION OF WORK
Work completed or materials on site shall be protected from damage by weather or adjacent trades. Failure to cover or protect work shall constitute neglect and result in replacement at the Contractor's expense.
- 15.0 SUBMITTALS
- 15.1 Shop Drawings: Shop Drawings and Descriptive Literature shall be submitted in the following quantities: A minimum of four copies of proposed product submittals to Engineer for review and approval prior to ordering materials.
- 16.0 MAINTENANCE INSTRUCTIONS
Before final payment is issued, the Contractor will deliver to the Contracting Officer two completed Maintenance Instructions that will contain the following:
- 16.1 All Suppliers and Subcontractors, names, addresses, and phone numbers with a list of work or equipment each furnished, including trade names of finishes.
- 17.0 WARRANTIES AND GUARANTEES
Warranties and guarantees provided in accordance with the General Conditions and Scope of Work shall be in force at substantial completion. The Contractor shall complete warrantee sheets and all other data required by the Manufacturer for warrantee recording. Failure by the Contractor to provide the cards to the manufacturer will not nullify the warrantee or guarantees. Guarantees on the materials shall be turned over to the Contracting Officer along with the maintenance instructions.
- 18.0 CLEAN-UP
The Contractor shall daily clean up all areas affected by construction, re-touch paint finishes, remove stains, spots, marks, dirt and trash. The Contractor shall also comply with all special cleaning instructions contained in the Specifications or in the manufacturer's data. Contractor shall dispose of all waste materials in an environmentally suitable waste disposal site and pay for all associated landfill fees. Fax weekly, copies of waste disposal receipts to Engineer at (505) 435-9920.

SECTION 01040 - COORDINATION AND MEETINGS

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Coordination.
- B. Field engineering.
- C. Alteration project procedures.
- D. Preconstruction conference.
- E. Progress meetings.
- F. Pre-installation conferences.

1.2 RELATED WORK SPECIFIED ELSEWHERE:

- A. Section 01010 – General Requirements.
- B. Section 01700 – Contract Close-out.

1.3 COORDINATION:

- A. Coordinate scheduling, submittals, and work of the various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Coordinate completion and clean up of Work of separate Sections in preparation for Substantial Completion.

1.4 ALTERATION PROJECT PROCEDURES:

- A. Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- C. Remove, cut, and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to original condition unless otherwise specified.
- D. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.

1.5 PRECONSTRUCTION CONFERENCE:

- A. Engineer will schedule a conference within 10 days after receiving Notice of Award from the Owner.
- B. Attendance Required:
 - 1. Engineer's Project Manager.
 - 2. Contractor's Project Superintendent and Project Coordinator.
 - 3. Major Subcontractors' Representatives including those for the following work:
 - a. Mechanical sub-contractor.
 - b. Electrical sub-contractor.

SECTION 01040 - COORDINATION AND MEETINGS

- c. Plumbing sub-contractor.
- 4. Other Subcontractor's involved in parts of the work considered by the Contractor to be critical to the timely and successful completion of the Contract.
- C. Agenda:
 - 1. Designation of personnel representing the parties in Contract and the Engineer.
 - 2. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
 - 3. Scheduling.
 - 4. Wage Rates and Certified Payroll Requirements.
 - 5. Job site and project safety.
 - 6. Adequacy of distribution of Construction Documents.
 - 7. Procedure for maintaining Record Documents.
 - 8. Use of Premises:
 - a. Access to site
 - b. Office and storage areas.
 - c. Owner's requirements.
 - 9. Storage of materials off site.
 - 10. Security procedures affecting Owner's property.
 - 11. Receipt of Notice to Proceed.
 - 12. Additional subjects as requested by the Owner, the Engineer, or the Contractor.
- D. Chairman: The meeting will be presided over by the Engineer's Project Manager.
- 1.6 PROGRESS MEETINGS:
 - A. Schedule and administer meetings throughout progress of the work at maximum monthly intervals. Meetings to be held at the project site.
 - B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within three days to Engineer, Owner, participants, and those affected by decisions made.
 - C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Engineer, as appropriate to agenda topics for each meeting.
 - D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems which impede planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Review of off-site fabrication and delivery schedules.

SECTION 01040 - COORDINATION AND MEETINGS

7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Effect of proposed changes on progress schedule and coordination,
12. Other business relating to Work.

1.7 PREINSTALLATION CONFERENCE:

- A. Convene pre-installation conference, when required, on individual specification sections prior to commencing Work of this section.

PART 2 - PRODUCTS

2.1 Not Used.

PART 3 - EXECUTION

3.1 Not Used.

END OF SECTION

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.1 SECTION INCLUDES:

- A. List of Submittals.
- B. Submittal procedures.
- C. Construction progress schedules.
- D. Shop Drawings.
- E. Product data.
- F. Samples.
- G. Manufacturers' instructions.
- H. Manufacturers' certificates.

1.2 RELATED SECTIONS:

- A. Section 01630 – Product Options and Substitutions
- B. Section 01700- Contract Closeout.

1.3 LIST OF SUBMITTALS:

- A. Kitchen Cabinets (Pre-bid submittals are required for cabinets substituted as an equivalent.)
- B. Vinyl replacement windows, substitutions are not permitted.
- C. Interior doors and frames.
- D. Door hardware.
- E. Floor tile.
- F. Kitchen and bathroom sinks.
- G. Bathtub and shower surround.
- H. Kitchen and tub faucets.
- I. Toilet.
- J. Bathroom accessories.
- K. Light fixtures.
- L. Furnace.
- M. Water heater.

1.4 SUBMITTAL PROCEDURES:

- A. Pre-bid product substitutions must be submitted ten (10) days prior to bid opening.
- B. Transmit the number of submittal sets which the Contractor requires, plus four (4) copies which will be retained by Engineer, with accepted form. Contractor to provide transmittal form.

SECTION 01300 - SUBMITTALS

- C. Sequentially number the transmittal forms. Re-submittals to have original number with an alphabetical suffix.
- D. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate, on transmittal form.
- E. Provide space for Contractor and Engineer review stamps, on transmittal form.
- F. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- G. Schedule submittals to expedite the Project, and deliver to Engineer at business address. Coordinate submission of related items.
- H. Identify variations from Contract Documents and Product or system limitations.
- I. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- J. Do not make any submittals for products which have not received prior approval from the Engineer.

1.5 CONSTRUCTION PROGRESS SCHEDULES:

- A. Submit initial progress schedule in duplicate within ten (10) days after date established in Notice to Proceed for Engineer review.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a horizontal bar chart with separate line for each major section of Work or operation, identifying first work day of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities.
- F. Indicate estimated percentage of completion for each item of Work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and under Allowances.

1.6 SHOP DRAWINGS

- A. Submit the number of shop drawing reproductions which Contractor requires, plus four (4) copies which will be retained by Engineer.
- B. 'Checking' of shop drawings shall be regarded as gratuitous assistance to Contractors. Review status by Engineer shall refer only to size and weight of materials and design of detail, and will in no way relieve the Contractor of his responsibility for the correctness of measurements and the alignment of the work nor from the necessity of furnishing material and work required by the contract documents.
- C. The Engineer assumes no responsibility for errors or omissions on shop drawings and should such be discovered later. All subsequent work, materials, etc., shall be furnished and installed for a complete and proper installation and at the Contractor's expense.

SECTION 01300 - SUBMITTALS

- D. Contractor will review Shop Drawings, Product Data and Samples prior to submission. Determine and verify: Field measurements, field construction criteria, catalog numbers and similar data and conformance with specifications. Failure to do so will cause return of submittal without consideration Contractor shall be liable for any delays or other costs caused by inaccurate or inadequate submittals. Submittals will be reviewed by Engineer to verify that Contractor is making the dimension drawings required for his construction layout. Approval of these submittals by Engineer does not relieve Contractor of compliance with Contract Documents. Submittals will be returned without consideration if Contractors approval stamp is not affixed and signed and if shop drawings are poorly executed.
- E. After review, reproduce and distribute in accordance with Article on Procedures above and for Record Documents described in Section 01700 - Contract Closeout.

1.7 PRODUCT DATA:

- A. Submit the number of copies which the Contractor requires, plus four (4) copies which will be retained by the Engineer.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. After review, reproduce and distribute in accordance with Article on Procedures above and for Record Documents described in Section 01700 - Contract Closeout.

1.8 MANUFACTURER'S INSTRUCTIONS:

- A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.9 MANUFACTURER'S CERTIFICATES:

- A. When specified in individual specification Sections, submit manufacturers' certificate to Engineer for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

PART 2 - PRODUCTS

2.1 Not Used.

PART 3 - EXECUTION

3.1 Not Used.

END OF SECTION

SECTION 01600 - MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.1 REQUIREMENTS:

- A. Material and equipment incorporated into the Work:
 - 1. Shall conform to applicable specifications and standards.
 - 2. Shall comply with size, make, type and quality specified, or as specifically approved in writing by the Engineer. Temporary Utilities: Electricity, heat, telephone service, water, and sanitary facilities.
- B. Manufactured and Fabricated Products:
 - 1. Design, fabricate and assemble in compliance with the best engineering and shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be identical, by the same manufacturer.
 - 4. Products shall be suitable for service condition.
 - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
 - 6. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.2 MANUFACTURER'S INSTRUCTIONS:

- A. When Contract Documents require that installation of Work shall comply with manufacturers printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including three copies to Engineer.
 - 1. Maintain one set of complete instructions at the Job Site during installation and until completion.
- B. Handle, install, connect, clean, condition and adjust products in strict accordance with such instructions and in conformity with specified requirements.
 - 1. Should job conditions or specified requirements conflict with manufacturers instructions, consult with Engineer for further instructions.
 - 2. Do not proceed with Work without clear instructions.
- C. Perform work in accordance with manufacturers instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.3 TRANSPORTATION AND HANDLING:

- A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with Work and conditions at the Site.
 - 1. Deliver products in undamaged condition, in manufacturers original containers or packaging, with identifying labels intact and legible.

SECTION 01600 - MATERIAL AND EQUIPMENT

2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging. Contractor is responsible for all off loading and material handling.
- 1.4 STORAGE AND PROTECTION:
- A. Store products in accordance with manufacturers instructions, with seals and labels intact and legible.
 - B. Store products subject to damage by the elements in weather tight enclosures.
 - C. Maintain temperature and humidify within the ranges required by manufacturer's instructions,
 - D. Exterior Storage:
 1. Store products in containers. Contractor may provide a 40 foot container at Site 7-6a.
 - E. Arrange storage in a manner to provide easy access for inspection and make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration, vandalism or theft.
 - F. Protection after installation: Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations, Remove when no longer needed.

PART 2 - PRODUCTS

- 2.1 Not Used.

PART 3 - EXECUTION

- 3.1 Not Used.

END OF SECTION

SECTION-01630 PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Section includes requirements for product options and substitution procedures.

1.2 PRODUCT OPTIONS:

- A. For products specified by reference standards or by description only, provide any product meeting those standards or description.
- B. For products specified by naming one or more manufacturers with the designation that no substitutions are allowed provide only named products.
- C. For products specified by naming one or more manufacturers, provide named products or submit a request for substitution in accordance with Paragraph 1.3.

1.3 CABINET AND WINDOW SUBSTITUTIONS:

- A. During bidding, Engineer will consider requests for cabinet and window substitutions no later than 10 days prior to Bid Opening. All plan holders will be notified by Addendum of acceptance of substitutions prior to Bid Opening.
- B. After Contract award:
 - 1. After signing of Owner-Contractor Agreement, Engineer will consider written requests for other product substitutions. The request must be made within 10 days after the Owner - Contractor Agreement is signed.
 - 2. Submit request for each substitution with Contractor Substitution Request Form. Copy of form follows this Section. Provide data documenting need for substitution and substantiating compliance of proposed product with Contract Documents. Include proposed changes to contract amount and time if substitution is accepted.
 - 3. Engineer will determine acceptability of proposed substitutions and notify Contractor in writing.
- C. Use of approved substitution shall constitute representation that Contractor:
 - 1. Has investigated product and determined it meets or exceeds quality level of specified product.
 - 2. Will provide same warranty for substitution as for specified product.
 - 3. Will coordinate installation and make changes to other work required to accommodate accepted substitution and complete Work.
 - 4. Waives claims for additional costs or time extensions related to substitutions which later become apparent.
- D. Procedure: Submit four copies of request for substitution. See Section 01300, Submittals. Include in request:
 - 1. Complete data substantiating compliance of proposed substitution with Contract Documents.
 - 2. For products:
 - a. Product identification, including manufacturer's name and address.
 - b. Manufacturer's literature containing product description, performance and test data, and reference standards.
 - c. Samples as required.
 - 3. For construction methods:
 - a. Detailed description of proposed method.
 - b. Drawings illustrating methods.
 - 4. Itemized comparison of proposed substitution with product specified.
 - 5. Data relating to changes in construction schedule.

SECTION-01630 PRODUCT OPTIONS AND SUBSTITUTIONS

1.4 CONTRACTOR SUBSTITUTION REQUEST FORM:

The undersigned, as Contractor for the above project, requests that the following product be accepted for use in the Project in lieu of _____ specified in Section _____

PRODUCT: _____

MODEL NO.: _____

MANUFACTURER: _____

ADDRESS: _____

Reason for substitution request is as follows: _____

A. Attached are the following circled items:

- 1. Product description including specifications, performance and test data, and applicable reference standards.
- 2. Samples.
- 3. Tabulated comparison with specified product.
- 4. Documentation of reason for request.
- 5. Cost data for comparing proposed substitution with specified product.
- 6. Other:

B. The undersigned certifies that unless stated otherwise:

- 1. Proposed substitution has been thoroughly investigated and function, appearance and quality meet or exceed that of specified product.
- 2. Same warranty will be provided for substitution as for specified product.
- 3. Use of substitution will not adversely affect:
 - a. Dimensions shown on Drawings.
 - b. Construction schedule and date of completion.
 - c. Work of other trades.
 - d. Maintenance service and replacement parts for proposed substitution will be readily available.
 - e. Any changes to Contract Sum related to use of proposed substitution are included in price listed below. Contractor waives claims for additional costs related to acceptance of substitution which may subsequently become apparent.
 - f. Costs of modifying project design caused by use of proposed substitution which subsequently become apparent will be paid for by Contractor.

C. If substitution request is accepted:

Contract Sum will be (decreased, increased) by \$_____.

Contract Time will be (decreased, increased) by _____ calendar days.

Submitted By:
CONTRACTOR: _____

SIGNATURE: _____

DATE: _____

END OF SECTION

SECTION 01700 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Closeout procedures.
- B. Adjusting.
- C. Project record documents.
- D. Operation and maintenance data.
- E. Warranties.

1.2 RELATED WORK SPECIFIED ELSEWHERE:

- A. Section 01600 – Materials and Equipment

1.3 CLOSEOUT PROCEDURES:

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's inspection.
- B. Provide submittals (Certificates of Approval from all inspecting Building Departments, Certificate of Occupancy if applicable, etc.) to Engineer for Owner that is required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- D. Submit final Weekly Certified Payroll, for Contractor and all Subcontractors.

1.4 FINAL CLEANING:

- A. Execute final cleaning prior to final inspection per Section 01710, Cleaning.

1.5 ADJUSTING:

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.6 PROJECT RECORD DOCUMENTS:

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other Modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:

SECTION 01700 - CONTRACT CLOSEOUT

1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and Modifications.
- E. Submit documents to Engineer with claim for final Application for Payment.

1.7 WARRANTIES:

- A. Provide copies of all products that have warranties.
- B. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
- C. Submit prior to final Application for Payment.
- D. For items of work delayed beyond date of Substantial Completion provide updated submittal within ten (10) days after acceptance, listing date of acceptance as start of warranty period.

1.8 POST-CONSTRUCTION INSPECTION:

- A. Prior to expiration of one (1) year from Date of Substantial Completion, Engineer will make visual inspection of Project in company with Owner and Contractor to determine whether corrections are required, in accordance with provisions of General Conditions
- B. For guarantees beyond one year, Engineer will make inspections at request of Owner, after notification to Contractor.
- C. Engineer will promptly notify Contractor, in writing, of any observed deficiencies.
- D. Contractor shall correct deficiencies immediately as part of the Contract.

PART 2 - PRODUCTS

- 2.1 Not Used.

PART 3 - EXECUTION

3.1 BONDS AND GUARANTEES:

- A. At the issuance of the final certificate and submission of items for completion, the Contractor will deliver to the Engineer all required bonds and guarantees (2 copies).

3.2 SUBSTANTIAL COMPLETION:

- 3.3 With the submission of the certificate of substantial completion, the Contractor shall execute the following additional forms:

- A. Contractors Affidavit of Release of Liens (AIA 0706A).

3.4 INSTRUCTION OF OWNER'S PERSONNEL:

- A. Prior to final inspection, instruct the Owners personnel in maintenance.

END OF SECTION

SECTION 01710 - CLEANING

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. The scope of the Work shall include, but shall not necessarily be limited to, the provision of labor, equipment, materials, and other incidentals necessary to accomplish the continuous cleaning during construction, and final cleaning of the units, as shown on the drawings and described in the specifications.
- B. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.1 DURING CONSTRUCTION:

- A. During the course of the Work, excess waste materials shall be continuously and promptly removed. All reasonable precautions shall be taken to avoid damage to existing utilities and improvements, including sprinklers, plants, and lawns.
- B. At the completion of the Work, the Contractor shall be required to remove from the site and properly dispose of any remaining materials.
- C. All paint residues and vehicle deposits such as oils and fuels which, due to the course of the work, contaminate site soils shall be removed together with the contaminated soils, and such soils shall be replaced if required, with equal soils, clean and uncontaminated. In no case shall any contaminated soil or soils contaminating material or substance (including paints, oils, fuels, and cements) be turned under at the site during grading or fill operations.
- D. Provide on-site containers for collection of waste materials, debris and rubbish.
- E. Remove waste materials, debris and rubbish from site periodically and legally dispose of it at dumping areas off Owner's property. Contractor shall be responsible for all landfill fees.

3.2 DUST CONTROL:

- A. Clean interior spaces when ready to receive finish painting and continue cleaning on an as-needed basis until building is ready for Substantial Completion or occupancy.
- B. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

3.3 FINAL CLEANING:

- A. General: Special cleaning for specific units of work is specified in sections of Division 2 through 16. General cleaning during progress of work is specified in General Conditions and as temporary services in "Temporary Facilities" section of this Division. Provide final

SECTION 01710 - CLEANING

cleaning of the work, at time indicated, consisting of cleaning each surface or unit of work to normal "clean" condition expected for a first-class building cleaning and maintenance program. Comply with manufacture's instructions for cleaning operations.

- B. Prior to Substantial Completion of the Work, remove all surplus material and debris of any kind. If final clean-up is carried out too early and the work becomes dirty due to subsequent operations under this contract, the work shall be re-cleaned as required.
- C. Employ experienced workmen, or professional cleaners for final cleaning.
- D. In preparation for Substantial Completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces and of concealed spaces.
 - 1. Metal: Remove protective coverings and other foreign matter from integrally or factory finished metals. Use care not to scratch finish. Wash, rinse, and dry interior surfaces.
 - 2. Windows: Remove labels, marks, stains, dust or other soiling from work. Clean and polish hardware and laminated plastic. Remove dirt and dust from other fixtures. Remove grease, dust, dirt, stains, fingerprints and other foreign materials from sight-exposed interior and exterior finished surfaces; polish surfaces so designated to shine finish.
- E. Repair patch and touch-up marred surfaces to specified finish to match adjacent surfaces.
- F. Remove labels which are not required as permanent labels.
- G. Clean exposed exterior and interior hard-surfaced finishes, to a dirt-free condition, free of dust, stains, films and similar noticeable distracting substances. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to original reflective condition.
- H. Compliances: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at site, or bury debris or excess materials on Owner's property, or discharge volatile or other harmful or dangerous materials into drainage systems; remove waste materials from site and dispose of in a lawful manner.
- I. Owner will assume responsibility for cleaning as of time designated on Certificate of Substantial Completion for Owner's acceptance of project or portion thereof.
- J. The Contractor shall, in addition to other cleanup requirements specified, perform a final cleanup of the entire site, leaving no excess materials, paper, cartons, or other refuse at the site. This cleanup shall include the removal and proper off-site disposal of all refuse originating from the work of this contract or the laborers thereon, which may, by whatever means, have been transported off site to adjacent properties, or rights-of-way.

3.4 INSPECTIONS AND ACCEPTANCE:

- A. The final cleanup may be performed in section or areas and at times as agreed to by the Engineer and the Contractor.

3.5 DISPOSITION OF MATERIALS AND ITEMS REMOVED:

- A. Unless otherwise specified, all material removed under this Contract and specification which is not acceptable for, and which is not specified for reuse on this project shall become the property of the Contractor and shall be promptly removed from the site.

END OF SECTION

SECTION – 01750 ASBESTOS FREE CERTIFICATION

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. The Contractor, Subcontractors, and Material Suppliers shall provide and install materials that are ASBESTOS FREE. The owner reserves the right to remove any suspected, contractor installed materials for testing. Costs for testing are paid for by the Owner, unless the material tested contains asbestos, in which the cost will be paid by the contractor.
- B. Any materials installed by the contractor that contains asbestos must be removed by a licensed asbestos abatement contractor and replaced with non-asbestos containing materials at no cost to the Owner.

PART 2 - PRODUCTS

- A. Not Used

PART 3 - EXECUTION

- A. Not Used

END OF SECTION

SECTION – 01751 BUILDING MATERIALS LABORATORY TEST RESULTS

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Each dwelling has been sampled for lead-based paint and asbestos containing materials (ACMs). Lead-based paint was not discovered. ACMs were identified and removed under a separate contract. Asbestos abatement is not required for this project.

PART 2 - PRODUCTS

- A. Not Used

PART 3 - EXECUTION

- A. Not Used

END OF SECTION

SECTION 02110 - CLEARING

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. The work covered by this section consists of furnishing all labor and equipment in performing all stripping and clearing operations in accordance with the project manual and contract drawings. Clearing shall consist of removing natural and artificial objectionable material from the construction areas and disposing of it properly.

1.2 RELATED WORK SPECIFIED ELSEWHERE:

- A. Section 02150 – Excavation, Trenching and Backfill.
- B. General notes on contract drawings shall govern in case of conflict or omission.

1.3 TRAFFIC HANDLING:

- A. General: All construction signing and barricading shall comply with the New Mexico Manual & Specifications for a Uniform System of Traffic Control Devices for Streets & Highways latest edition, and applicable regulations adopted by the City Engineer.
- B. Barricading Within Public Right-of-Way: The contractor shall submit a construction signing and barricading plan to the appropriate government authority having jurisdiction prior to barricading or closing a public right-of-way.
- C. Barricading Private Streets or Parking Lots: The contractor shall submit a construction signing and barricading plan to the Engineer prior to barricading or closing a private street or parking lot.

1.4 SUBSURFACE SOIL DATA:

- A. The contractor is expected to examine the site and determine for himself the character of materials to be encountered. No additional allowance will be made for rock removal, site clearing and grading, filling, compaction, disposal, or removal of any unclassified materials.

PART 2 - PRODUCTS

- 2.1 Not Used.

PART 3 - EXECUTION

3.1 COORDINATION:

- A. Strip and stockpile suitable topsoil which may be reused.

3.2 CLEARING AND GRUBBING:

- A. General: Clear and grub all areas shown on the contract drawings to be excavated or on which fill is to be constructed.
- B. Clearing: Clearing shall consist of removal and disposal of trees, stumps and other vegetation as well as down timber, snags, brush, existing foundations, slabs, and rubbish within the areas to be cleared. Individual trees, groups of trees and other vegetation not required to be removed shall be protected and left standing.

SECTION 02110 - CLEARING

- C. **Grubbing:** Stumps, mailed roots, and roots larger than 1 inch in diameter shall be removed from within 12 inches of the surface of areas on which fills are to be constructed except in paved areas. Grubs shall be removed from the site. Materials as described above within 18 inches of finished sub grade of paved areas in either cut or fill sections shall be removed. Areas disturbed by grubbing shall be filled as specified in Section 02150, Excavation, Trenching and Backfill.
- D. **Grass & Topsoil:** Grass, grass roots, and incidental topsoil shall not be left beneath a fill area nor shall this material be used as fill material. Grass, grass roots, and topsoil may be stockpiled and later used in the top 6 inches of fills outside roadways, parking areas and building pads.
- E. **Salvageable Improvements:** Carefully remove items indicated to be salvaged and stored as indicated or directed by owner.

3.3 PRESERVATION OF PROPERTY:

- A. Provide temporary fences, barricades, coverings, or other protection to preserve existing items indicated to remain and to prevent injury or damage to persons or property. Apply protection to adjacent properties as required.
- B. Restore damaged work to condition existing prior to start of work, unless otherwise directed.

3.4 EXISTING UTILITIES:

- A. The contractor shall verify the location of any utility lines, pipelines, or underground utility lines in or near the area of the work in advance of and during clearing work. The contractor is fully responsible for any and all damage caused by failure to locate, identify and preserve any and all existing utilities, pipelines and underground utility lines. Repair damaged utilities to the satisfaction of the utility owner at no expense to the owner.
- B. Should uncharted or incorrectly charted piping or other utilities be encountered during clearing, consult the Engineer immediately for directions as to procedures.
- C. Cooperate with the owner and public or private utility companies in keeping service and facilities in operation.

3.5 WASTE:

- A. Dispose of all waste off owner's property.
- B. Burning of waste not permitted.

3.6 AIR POLLUTION:

- A. Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt air pollution. Comply with governing regulations pertaining to environmental protection.

END OF SECTION

SECTION 02150 - EXCAVATION, TRENCHING, FILL AND BACKFILL

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. The work covered by this section consists of furnishing all labor, equipment, appurtenances and material in performing all excavation, trenching, fill and backfill operations, hauling, placing, spreading, watering, processing and compacting complete in place, in accordance with the project manual and contract drawings.

1.2 RELATED WORK ELSEWHERE:

- A. Section 02110 – Clearing.
- B. General notes on contract drawings shall govern in case of conflict or omission.

1.3 SUBSURFACE SOIL DATA:

- A. The contractor is expected to examine the site and determine for himself the character of materials to be encountered. No additional allowance will be made for rock removal, site clearing and grading, filling, compaction, disposal, or removal of any unclassified materials.
- B. No additional allowance will be made for rock removal, site clearing and grading, filling, compaction, disposal, or removal of any unclassified materials.

1.4 SUBMITTALS:

- A. MATERIAL CERTIFICATES: Provide copies of materials certificates signed by material producer and contractor certifying that each material item complies with, or exceeds, specified requirements.
- B. PROCTOR TEST: Submit one proctor test type as determined by Testing Laboratory for each type of material.
- C. DENSITY TEST: Submit density tests in accordance with these specifications.

1.5 TESTING AND INSPECTION:

- A. The contractor shall provide all soil testing, retesting and inspection services. The Testing Laboratory which will perform testing and inspection service is subject to prior approval by the Engineer.

1.6 TRAFFIC HANDLING:

- A. GENERAL: All construction signing and barricading shall comply with the New Mexico Manual & Specifications for a Uniform System of Traffic Control Devices for Streets & Highway, latest edition and applicable regulations adopted by the local Traffic Engineer.
- B. BARRICADING WITHIN PUBLIC RIGHT-OF-WAY: The contractor shall submit a construction signing and barricading plan to the appropriate government authority having jurisdiction prior to barricading or closing a public right-of-way.
- C. BARRICADING PRIVATE STREETS OR PARKING LOTS: The contractor shall submit a construction signing and barricading plan to the Engineer prior to barricading or closing a private Street or parking lot.

PART 2 - PRODUCTS

2.1 BACKFILL:

- A. Material shall consist of soils that conform to the following physical characteristics:

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
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SECTION 02150 - EXCAVATION, TRENCHING, FILL AND BACKFILL

3 inch	100
No.4	50-100
No. 200	12-50

- B. The plasticity index of the material to be used for fill or backfill, as determined in accordance ASTM D4318, shall not exceed 12.

2.2 PIPE BEDDING:

- A. Material shall consist of soils that conform to the following physical characteristics:

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
3/8 inch	100
No.4	50-100
No. 200	10-40

- B. The plasticity index of the material to be used for pipe bedding, as determined in accordance with ASTM D4318, shall not exceed 10.
- C. All materials shall be clean, free of roots, organic matter, trash, debris, lumps or stones larger than 3 inches.

2.3 UNDERGROUND UTILITY MARKERS:

- A. The identifying tape shall be as manufactured by the Allen System of Underground Utility Control, Wheaton, Illinois; Griffolyn Company, Inc. Houston, Texas or approved equal; from an inert material such as polyethylene plastic and shall be impervious to alkalis, acid or other chemicals likely to be encountered in soils. The tape shall be 6" wide in bright colors for contrast with identifying printing in one (1) inch permanent black letters on one side only. The tape shall have printed thereon in three rows as following:

CAUTION CAUTION CAUTION

UTILITY DESIGNATION OR NAME

BURIED LINE BELOW

- B. The identifying lettering shall be repeated continuously the full length of the tape. Tapes shall be color coded for various types of utilities as follows:

<u>UTILITY</u>	<u>COLOR</u>	<u>DESIGNATION</u>
Electric	Red	E
Gas	Yellow	G
Telephone	Orange	Tel
Sanitary Sewer	Green	S
Water	Blue	W
Television	Orange	TV

PART 3 - EXECUTION

3.1 PREPARATION:

- A. Two working days prior to any excavation the Contractor shall contact New Mexico Call One System, 1-800-321-ALERT and determine the location of existing utilities.
- B. Prior to excavation or trenching, the area shall be cleared in accordance with Section 02110, Clearing.

3.2 EXCAVATION AND TRENCHING:

SECTION 02150 - EXCAVATION, TRENCHING, FILL AND BACKFILL

- A. **GENERAL:** The contractor shall perform all excavation and trenching of every description and of whatever substances encountered to the depths indicated on the contract drawings or as otherwise specified. During excavation and trenching, material suitable for backfilling shall be piled in an orderly manner a sufficient distance from the banks of the trench to avoid overloading and to prevent slides or cave-ins. All excavated material not required or suitable for backfilling shall be removed and wasted. Berming and grading shall be done as may be necessary to prevent surface water from flowing into excavated areas or trenches. Any water accumulating therein shall be removed by pumping or by other methods.
- B. **EXCAVATION FOR FOOTINGS:** Excavation shall be adequate with allowances made for clearance to install services, forms, water-proofing and damp proofing. The bottom of the excavation shall be accurately graded, level, clean and clear of loose materials. Care shall be taken not to excavate below the depths indicated. Over depths shall be backfilled with specified footing type concrete at the Contractor's expense. Where rock excavation is required, footing shall rest on the same. Rock areas shall be level, even, clean and hard. Sloping rock areas shall be stepped. Where concrete work is authorized without the use of forms, the sides of the excavation shall be sharp and true. Undercutting will not be permitted.
- C. **FOOTING PLACEMENT:** Prior to footing placement, the exposed natural soils surfaces shall be observed by and approved by the Testing Laboratory to assure that no soft or manmade fill areas are encountered for footing bearing. If soft or manmade fill areas are encountered, then the excavation shall be deepened such that all footings bear on native undisturbed soils.
- D. **TRENCHING FOR UTILITIES:** Trenches shall be of adequate width for the proper laying of the pipe and the banks shall be as nearly vertical as practicable and safe for workmen. The bottom of the trenches shall be accurately graded and bedded to provide uniform bearing and support for each section of the pipe at every point shall be dug after the trench bottom has been graded and bedded in order that the pipe rests upon the prepared bottom for its full length. Care shall be taken not to excavate below the depths indicated to a minimum over depth of 4 inches below the trench depths. Over depths in the rock and common excavation shall be backfilled with backfill material. Whenever wet or otherwise unstable soil that is incapable of properly supporting the pipe is encountered in the bottom of the trench, such soil shall be removed to the depth required and the trench backfilled to the proper grade with materials as specified.

3.3 BORROW:

- A. When the quantity of suitable material required for fill is not available within the limits of the jobsite or when the material does not meet the requirements of the fill material, the contractor shall provide sufficient material for fill to the lines, elevations and cross sections as shown on the contract drawings from borrow areas. The contractor shall obtain from the owners of said borrow areas the right to excavate material, shall pay all royalties and other charges involved, and shall pay all expenses in developing the source including the cost of right-of-way required for hauling the material.

3.4 BRACING AND SHORING:

- A. For all excavation and trenching work, the contractor shall provide necessary underpinning, bracing, or bulk heading to safeguard the work, existing structures, workmen, the public, and property. The contractor shall assume all responsibility associated with engineering and installation in connection to bracing and shoring. Shoring shall not be placed where it may be cast into concrete work. The contractor shall comply with the requirements of the U.S. Department of Labor Occupational Safety & Health Administration (OSHA), Safety & Health Regulations Part 1926, Subpart P.

3.5 BACKFILL:

- A. **GENERAL:** Trenches shall not be backfilled until all required pressure tests are performed and until the utilities as installed conform to the requirements specified. When rock is encountered, bedding material shall be placed 6" around all piping.

SECTION 02150 - EXCAVATION, TRENCHING, FILL AND BACKFILL

- B. **COMPACTION:** When the moisture content and condition of each individual layer is satisfactory, it shall be compacted. Each lift (loose material) shall not exceed 8 inches in thickness. In areas not accessible to heavy equipment, place in 4 inch thick loose layers and compact with approved hand held equipment. A modified proctor test shall be performed on each typical soil type with density tests as shown below.
- C. One field density test for every 30 linear feet of trench but not less than five tests shall be conducted. Contractor to have density tests performed prior to placement of utility, rebar, wire, or concrete.

<u>MATERIAL</u>	<u>MINIMUM PERCENT COMPACTION</u>
Structural fill in building area	95
Subbase for slab support	95
Miscellaneous backfill, below structural fill	95
Miscellaneous backfill, non building areas	90
Road pavement subgrade	95
Sidewalk subgrade	90
Curb and gutter subgrade	95

- D. **MOISTURE CONTROL:** The material while being compacted, shall be within the moisture range of 2% below to 2% above optimum, throughout the layer tested in accordance with ASTM D1557.
- E. **DENSITY REQUIREMENTS:** Density of undisturbed soils, in-place fill and backfill shall be determined in accordance with the procedures of ASTM D1556 or ASTM D2922. If any test indicates that the density of in-place soil is less than required, the material shall be scarified, moistened or dried as necessary to obtain proper moisture content and re-compacted as necessary to achieve the proper densities. Sufficient density tests shall be made and reports submitted by the Testing Laboratory stating all filled areas were compacted in accordance with the requirements.

3.6 UNDERGROUND UTILITY MARKERS:

- A. **GENERAL:** The location of all utilities found or installed under these specifications shall be marked by the use of a continuous identifying tape buried in the pipe trench above the pipe.
- B. **INSTALLATION:** Identifying tapes shall be buried in the utility line trench. In non-paved areas, the tape shall be located approximately three feet above the line, but not less than 12 inches below the surface. In areas where paving is to be installed over the completed trench, the tape shall be placed immediately below the paving gravel base course. The tape shall be placed in the trench with printed side up and shall be essentially parallel with the finished surface. The contractor shall take all necessary precautions to insure that the tape is not pulled, distorted, or otherwise misplaced in completing the trench backfill.

3.7 EXISTING UTILITIES:

- A. The contractor shall verify the location of any utility lines, pipelines, or underground utility lines in or near the area of the work in advance of and during the work. The contractor is fully responsible for any and all damage caused by failure to locate, identify and preserve any and all existing utilities, pipelines and under ground utility lines. Repair damaged utilities to the satisfaction of the utility owner at no expense to the owner.
- B. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation work consult the Engineer immediately for directions as to procedures.
- C. Cooperate with the owner and public and private utility companies in keeping service and facilities in operation.

SECTION 02150 - EXCAVATION, TRENCHING, FILL AND BACKFILL

3.8 WASTE:

- A. Dispose of all waste off owner's property.
- B. Burning of waste not permitted.

3.9 AIR POLLUTION:

- A. Use water spreading, temporary enclosures, and other suitable methods to limit dust and dirt air pollution. Comply with governing regulations pertaining to environmental protection.

END OF SECTION

SECTION 02514 - PORTLAND CEMENT CONCRETE PAVING

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Furnish and install portland cement concrete paving as shown on the drawings, as specified herein, and as needed for a complete and proper installation.

1.2 RELATED WORK SPECIFIED ELSEWHERE:

- A. Section 02150 – Excavating, Trenching and Backfill.

1.3 REFERENCES:

- A. ACI 301 - Specifications for Structural Concrete for Buildings.
- B. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
- C. ANSI/ASTM A185 - Welded Steel Wire Fabric for Concrete Reinforcement.
- D. ANSI/ASTM D1751 - Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction.
- E. ASTM C33 - Concrete Aggregates.
- F. ASTM C94 - Ready Mix Concrete.
- G. ASTM C150 - Portland Cement.
- H. ASTM C260 - Air-Entraining Admixtures for Concrete.

1.4 QUALITY ASSURANCE:

- A. Perform work in accordance with ACI 301.
- B. Obtain cementitious materials from same source throughout.

1.5 SUBMITTALS:

- A. As specified in the General Conditions and pertinent provisions of Section 01300.

1.6 REGULATORY REQUIREMENTS:

- A. Conform to applicable standards for paving work on public property.

1.7 ENVIRONMENTAL REQUIREMENTS:

- A. Do not place concrete when base surface temperature is less than 40 degrees F, or surface is wet or frozen, unless appropriate admixtures have been previously approved.

PART 2 - PRODUCTS

2.1 FORM MATERIALS:

- A. Form Materials; Conform to ACI 301.

2.2 REINFORCEMENT:

- A. Reinforcing Steel and Wire Fabric; Type specified in Section 03200.

2.3 CONCRETE MATERIALS:

- A. Concrete Materials; as specified.

2.4 CONCRETE MIX:

- A. Mix concrete in accordance with ACI 304. Deliver concrete in accordance with ASTM C94.

SECTION 02514 - PORTLAND CEMENT CONCRETE PAVING

- B. Select proportions for normal weight concrete in accordance with ACI 301 Method 1.
 - C. Provide concrete to the following criteria:
 - 1. Compressive Strength: 3000 psi @ 28 days.
 - 2. Slump: 3 to 5 inches.
 - 3. Maximum Aggregate Size: 1 inch.
 - 4. Air Content Range: 4 to 6 percent.
 - 5. Minimum Cement Content: 520 lbs. / cubic yard of concrete.
 - D. Use accelerating admixtures in cold weather only when approved by Engineer. Use of admixtures will not relax cold weather placement requirements.
 - E. Use calcium chloride only when approved by Engineer.
 - F. Use set retarding admixtures during hot weather only when approved by Engineer.
- 2.5 SOURCE QUALITY CONTROL:
- A. Provide mix design under provisions of Section 01300.
 - B. Submit proposed mix design of each class of concrete to Testing Laboratory for review prior to commencement of work.
 - C. Test samples in accordance with ACI 301.

PART 3 - EXECUTION**3.1 EXAMINATION:**

- A. Verify compacted subgrade is acceptable and ready to support paving and imposed loads.
- B. Verify gradients and elevations of base are correct.

3.2 PREPARATION:

- A. Moisten base to minimize absorption of water from fresh concrete.
- B. Coat surfaces of forms, manholes and catch basin frames with oil to prevent bond with concrete.
- C. Notify Engineer minimum 24 hours prior to commencement of concreting operations.

3.3 FORMING:

- A. Place and secure forms to correct location, dimension, and profile.
- B. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
- C. Place joint filler vertical in position, in straight lines. Secure to formwork during concrete placement.

3.4 REINFORCEMENT:

- A. Place reinforcement at mid-height of slabs-on-grade.
- B. Interrupt reinforcement at expansion joints.
- C. Place reinforcement to achieve pavement and curb alignment as detailed.
- D. Provide dowelled joints 18 inches o.c. at interruptions of concrete with one end of dowel set in capped sleeve to allow longitudinal movement.

3.5 JOINTS:

- A. Place floor slab expansion and scored joints according to plan details.

SECTION 02514 - PORTLAND CEMENT CONCRETE PAVING

- B. Place curb, gutter, and sidewalk joints expansion joints at eight (8) foot intervals.
- C. Place joint filler between paving components and building or other appurtenances. Recess top of filler 1/4 inch for sealant placement.
- D. Provide scored joints at four (4) foot intervals along sidewalks, between sidewalks and curbs and between curbs and pavement.

3.6 PLACING CONCRETE:

- A. Place concrete in accordance with ACI 301.
- B. Place concrete continuously between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.
- C. Place concrete to pattern indicated. Score contraction joints 3/16 inch wide at an optimum time after finishing.

3.7 FINISHING:

- A. Interior Floor Concrete, exposed concrete and resilient floor tile: Steel Float Finish.
- B. Sidewalk Paving: Medium broom, radiused to 1/2 inch radius, and trowel joint edges.
- C. Curbs and Gutters: Medium broom.
- D. Inclined Pedestrian Ramps: Heavy Broom perpendicular to slope.

3.8 FIELD QUALITY CONTROL:

- A. Field testing will be performed at the Contractors expense.
- B. Notify testing representative 48 hours prior to placement of any materials and for required testing of paving sub-grade for compaction.
- C. Three concrete test cylinders will be taken for every 40 or less cu yds of each class of concrete placed each day.
- D. One additional test cylinder will be taken during cold weather and cured on site under same conditions as concrete it represents.
- E. One slump test will be taken for each set of test cylinders taken.
- F. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.
- G. Result of tests shall be forwarded to the Engineer by the Testing Laboratory.

3.9 PROTECTION:

- A. Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, mechanical injury, and vandalism.
- B. Contractor shall repair and/or remove and replace any cracked, damaged, substandard or vandalized concrete work at contractor's expense. Engineer will determine appropriate remedy for corrective work.

3.10 SCHEDULES:

- A. Concrete Floors: 3,000 psi 28 day concrete, 4 inches thick, smooth finish.
- B. Concrete Sidewalks: 3,000 psi 28 day concrete, 4 inches thick, medium broom finish.
- C. Parking Area Pavement and Curbs: 3,000 psi 28 day concrete, 6 inches thick, medium broom finish.
- D. Concrete drive aprons: 3,000 psi 28 day concrete, 6 inches thick, medium broom finish.

END OF SECTION

SECTION 08560 – VINYL REPLACEMENT WINDOWS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Horizontal Sliding Windows
- B. Single-Hung Side Load Windows

1.2 REFERENCES

- A. American Architectural Manufacturer Association (AAMA)
 - 1. ANSI/AAMA/NWDA 101/I.S.2 /NAFS; Voluntary Specifications for Aluminum, Vinyl (PVC) and Wood Windows and Glass Doors
- B. National Fenestration Rating Council (NFRC)
 - 1. NFRC 100; Procedure for Determining Fenestration Thermal Properties
 - 2. NFRC 200; Solar Heat Gain Coefficient and Visible Transmittance

1.3 DESIGN REQUIREMENTS

- A. Provide windows capable of complying with requirements indicated, based on testing manufacturer's window that are representative of those specified and that are of test size required by ANSI/AAMA/NWDA 101 I.S.2/NAFS.
- B. Structural Requirements – Provide windows capable of complying with requirements indicated:
 - 1. Design pressure: C-35
- C. NFRC Requirements – Provide windows capable of complying with the following total window ratings:
 - 1. U-Factor: 0.30 in accordance with NFRC 100.
 - 2. Solar Heat Gain Coefficient (SHGC): 0.34 in accordance with NFRC 200.
 - 3. Visible Transmittance (VT): 0.58 in accordance with NFRC 200.

1.4 SUBMITTALS

- A. Refer to Section 1300 Submittals
- B. Product Data: Submit window manufacturer current product literature, including installation instruction.
- C. Samples: Provide finish samples for all products.
- D. Quality Assurance Submittals
 - 1. Design Data, Test Reports: Provide manufacturer test reports indicating product compliance with indicated requirements.
 - 2. Manufacturer Instructions: Provide manufacturer's written installation instructions.
- E. Closeout Submittals
 - 1. Refer to Section 1700 Closeout Documents.

1.5 QUALITY ASSURANCE

- A. Qualifications
 - 1. Installer shall have 5 years of experience installing vinyl replacement windows.
- B. Mock-ups

SECTION 08560 – VINYL REPLACEMENT WINDOWS

1. Window mock-up shall incorporate surrounding construction, including wall assembly fasteners, flashing, and other related accessories installed in accordance with window manufacturer's approved installation methods.
 - a. Mock-up size: 1 Unit as selected by contractor.
 - b. Mock-up may remain as part of the work.
 - C. Pre-installation Meeting
 1. Refer to Section 1040 Coordination Meetings.
- 1.6 DELIVERY, STORAGE AND HANDLING
- A. Refer to Section 1600 Materials and Equipment.
 - B. Deliver windows materials and components in manufacturer's original, unopened, undamaged containers with identification labels intact.
 - C. Store windows as recommended by manufacturer.
- 1.7 WARRANTY
- Refer to Section 1700 Closeout Documents.
- Manufacturer standard warranty indicating that the window unit will be free from material and workmanship defects from the date of substantial completion for the time periods indicated below:
1. Window Unit: 10 years
 2. Glazing:
 - a. Insulated Glass: 10 years against seal breakage

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. JELD-WEN Windows and Doors; 3250 Lakeport Blvd. P.O. Box 1329; Klamath Falls, OR 97601-0268, USA; Phone 541.885.7412, fax 541.884.3331; Toll free
- B. 800.535.3936; website www.jeld-wen.com window supplier substitution is not permitted in order to match existing windows.
- C. Basis of Design: Windows are based on Jeld-Wen Premium Vinyl Windows.

2.2 MANUFACTURED UNITS

- A. Frame
 1. Jamb Depth: 3-1/4 inch (82.5mm)
 2. Even Sight Lines: Available on horizontal sliding and single-hung side load
- B. Sash
 1. Thickness
 - a. Horizontal Sliding Windows: 1 ¼"
 - b. Single-Hung Side Load Windows: 1 ¼"
- C. Exterior Trim: Pocket/Block Frame
- D. Weatherstripping
 1. Horizontal Sliding Windows: .270 fin pile
 2. Single-Hung Side Load Windows: .270 fin pile

SECTION 08560 – VINYL REPLACEMENT WINDOWS

E. Hardware:

1. Horizontal Sliding Windows
 - a. Sliding System: Glide Buttons
 - b. Lock: Standard Lock
 - c. Finish: Color match window frame extrusion
2. Single-Hung Side Load Windows
 - a. Balance: Block and Tackle System
 - b. Lock: Standard Lock
 - c. Finish: Color match window frame extrusion

F. Glazing

1. Strength: Annealed and Tempered
2. Insulated Glass:
 - a. Two panes of glass utilizing a continuous roll formed stainless steel and dual seal sealant.
 - b. Overall Nominal Thickness: 7/8"
 - c. Type: Type 1- Clear
 - d. Coating Options: Low E on surface 2

2.3 WINDOW ACCESSORIES

A. Insect Screens

1. Material: Charcoal fiberglass screen cloth (18 by 16 mesh) set in painted roll formed aluminum frame.
2. Frame Finish: Color match frame extrusion

2.4 CONSTRUCTION ACCESSORIES

A. Sealants

1. Products:
 - a. Sonneborn NP-1 exterior caulk.

2.5 FABRICATION

A. General:

B. Horizontal Sliding Windows and Single-Hung Side Load Windows

1. Frame: Fusion Welded Corners
2. Sash: Fusion Welded Corners
3. Glass: Mounted with silicone glazing compound and/or glazing tape.

2.6 FINISH

1. Color: White

SECTION 08560 – VINYL REPLACEMENT WINDOWS

PART 3 - EXECUTION

3.1 GENERAL

- A. Install windows in accordance with manufacturer's installation guidelines and recommendations.

3.2 EXAMINATION

- A. Inspect window prior to installation.
- B. Inspect rough opening for compliance with window manufacturer recommendations. Verify rough opening conditions are within recommended tolerances.

3.3 PREPARATION

- A. Prepare windows for installation in accordance with manufacturer's recommendations.

3.4 INSTALLATION

- A. Insert window into rough opening:
 - 1. Shim side jambs straight.
 - 2. Inspect window for square, level and plumb.
 - 3. Fasten window through jamb, shim and into rough opening jamb.
 - 4. Test and adjust for smooth operation of window.
 - 5. Ensure weep holes are clear of debris for proper drainage.

3.5 CLEANING

- A. Clean interior and exterior surface and glass with mild soap and water, remove all labels.

3.6 PROTECTION

- A. Protect installed windows from damage.

END OF SECTION

SECTION 09260 - GYPSUM BOARD SYSTEM

PART 1 - GENERAL

1.1 SUMMARY:

- A. This section covers installation and finishing of gypsum board.

1.2 RELATED WORK:

- A. Painting: Section 09900

1.3 TERMINOLOGY:

- A. Definitions and description of terms shall be in accordance with ASTM C11, C840. and as specified.
- B. "Yoked": Gypsum board cut out for opening with no joint at the opening.

1.4 SUBMITTALS:

- A. Submit in accordance with Section 01300, Submittals.
- B. Manufacturers Literature and Data:
 - 1. Corner bead and edge trim.
 - 2. Finishing materials.
 - 3. Laminating adhesive.
 - 4. Gypsum board, each type.
 - 5. Gypsum sheathing.
- C. Shop Drawings:
 - 1. Typical gypsum board installation, showing corner details, edge trim details and the like.
 - 2. Typical sound rated assembly, showing treatment at perimeter of partitions and penetrations at gypsum board.
- D. Samples:
 - 1. Corner bead.
 - 2. Edge trim.
- E. Test Results:
 - 1. Fire rating test, each fire rating required for each assembly.

1.5 DELIVERY, IDENTIFICATION, HANDLING AND STORAGE:

- A. In accordance with the requirements of ASTM C840.

1.6 ENVIRONMENTAL CONDITIONS:

- A. In accordance with the requirements of ASTM 0840.

1.7 APPLICABLE PUBLICATIONS:

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by the basic designation only.
- B. American Society For Testing And Materials (ASTM):

SECTION 09260 - GYPSUM BOARD SYSTEM

1. C11-87 Standard Definitions of Terms Relating to Gypsum and Related Building Materials
 2. C36-65 Gypsum Wallboard
 3. C475-81 Joint Treatment Material for Gypsum Wallboard Construction
 4. C840-87 Application and Finishing of Gypsum Board
 5. C1002-83 Steel Drill Screws for the Application of Gypsum Board
 6. C1047-85 Accessories for Gypsum Wallboard and Gypsum Veneer Base
- C. Factory Mutual Engineering and Research Corp. (FM):
1. P8016-1988 Specification Tested Product Guide.
- D. Underwriters Laboratories Inc. (UL):
1. 1988 Fire Resistance Directory

PART 2 - PRODUCTS

2.1 GYPSUM BOARD:

- A. Gypsum Wallboard: ASTM C 36; maximum lengths available.
1. Edges: Tapered.
 2. Thickness: 1/2 inch, except as otherwise shown.
 3. Ceilings: 1/2 inch, sag-resistant type, interior gypsum ceiling boards.
- B. Gypsum Wallboard: ASTM C 36; maximum lengths available.
1. Fire-resistant type (Type X or equivalent), where required for fire-resistant rated assemblies.
 2. Edges: Tapered.
 3. Thickness: 1/2 inch, except as otherwise shown.
- C. Moisture-Resistant Gypsum Backing Board: ASTM O 630; maximum lengths available.
1. Edges: Tapered.
 2. Thickness: 1/2 inch.
- D. Manufacturers: Products of the following manufacturers, provided they comply with requirements of the contract documents, will be among those considered acceptable:
1. Centex American Gypsum Company.
 2. Domtar Gypsum.
 3. Georgia-Pacific Corporation.
 4. Gold Bond Building Products, a National Gypsum Division.
 5. USG Corporation.

2.2 GYPSUM SHEATHING:

- A. Gypsum sheathing: ASTM C 79, water-resistant treated core, 1/2-inch thick, 4 feet by 8 feet or 4 feet x 9 feet to minimize joints.

2.3 ACCESSORIES:

SECTION 09260 - GYPSUM BOARD SYSTEM

- A. ASTM C1047, except form of 0.01 6-inch thick zinc coated steel sheet complying with ASTM A526.
- B. Flanges not less than 7/8-inch wide with punch outs or deformations as required to provide compound bond.

2.4 FASTENERS:

- A. ASTM C 1002 and ASTM C840, except as otherwise specified.
- B. Fasteners for steel studs thicker than 0.033-inch shall be steel drill screws of size and type recommended by the manufacturer of the material being fastened.
- C. For fire rated construction, type and size same as used in fire rating test.
- D. Clips: Zinc-coated (galvanized) steel; gypsum board manufacturer's standard items.

2.5 JOINT TREATMENT:

- A. General: Provide products by manufacturer of gypsum boards. Comply with ASTM C 475, ASTM C 840, and with manufacturer's recommendations for specific project conditions.
- B. Joint Tape: Manufacturer's standard paper type.
- C. Joint Compound: Vinyl-based ready-mixed type for interior use, and as follows:
 1. Taping Compound: Type specifically formulated for embedding tape and accessories and for pre-filling.
 2. Topping Compound: Type specifically formulated for finishing drywall over taping compound.

2.6 GENERAL:

- A. Recommended by gypsum board manufacturer:
 1. Steel drill screws complying with ASTM C 1002 for fastening gypsum board to steel members less than 0.03 inch thick.
 2. Steel drill screws complying with ASTM C 954 f or fastening gypsum board to steel members from 0.033 to 0.112 inch thick.
 3. Gypsum Board Nails: ASTM C 514.
 4. Exposed and Concealed Acoustical Sealant: Manufacturer's standard non-sag, paintable, non-staining latex sealants comply with ASTM C 834. At top and bottom of walls where sound insulation is to be installed.
 5. Concealed Acoustical Sealant: Comply with requirements specified in Division 7 Section "Joint Sealants." At top and bottom of wells where sound insulation is to be installed.

PART 3 - EXECUTION

3.1 GYPSUM BOARD HEIGHTS:

- A. Extend all layers of gypsum board from floor to 4" above finished ceiling except where shown or noted to extend further.

3.2 INSTALLING GYPSUM BOARD:

- A. Coordinate installation of gypsum board with other trades and related work.
- B. Install gypsum board in accordance with ASTM 0840, except as otherwise specified.

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1. Where fire rated construction is required, the construction shall be same as that used in fire rating test.
 - a. Construction requirements for fire rated assemblies and materials shall be as shown and specified.
 - b. The provisions of the Scope paragraphs 1.2 and 1.3 of ASTM 0840 regarding details of construction, shall not apply.
2. Gypsum board sheathing shall be in maximum practical lengths to minimize number of end joints.
3. Bring gypsum board into contact, but do not force into place.
4. Walls:
 - a. When gypsum board is installed parallel to framing members, space fasteners 12-inches on center in field of the board, and eight inches on center along edges.
 - b. When gypsum board is installed perpendicular to framing members, space fasteners 12-inches on center in field and along edges.
 - c. Stagger screws on abutting edges or ends.
 - d. Apply gypsum board with long dimension either parallel or perpendicular to framing members as required to minimize number of joints.
5. Fire and Smoke Walls:
 - a. Cut gypsum board for loose fit around wall perimeter, leaving a space approximately 1/8 to 1/4-inch wide.
 - b. Coordinate for application of caulking or sealants to space prior to taping and finishing.
 - c. Follow ASTM E497 for sound rated walls.
6. Accessories:
 - a. Set accessories plumb, level and true to line, neatly mitered at corners and intersections, and securely attach to supporting surfaces as specified.
 - b. Install in one piece, within the limits of the longest commercially available lengths.
 - c. Corner Beads:
 - 1) Install at all vertical and horizontal external corners and where shown.
 - 2) Use screws only. Do not use crimping tool.
 - d. Edge Trim (Casings Beads):
 - 1) Where gypsum board terminates against dissimilar materials and at perimeter of openings, except where covered by flanges, casings or permanently built-in equipment.
 - 2) Where gypsum board surfaces of non-load bearing assemblies abut load bearing members.

3.3 FINISHING OF GYPSUM BOARD:

- A. General: Comply with ASTM C 840 and GA-21.6 except where exceeded by other requirements.
- B. Finishing Gypsum Board Assemblies: Apply joint treatment at gypsum board joints (both directions); flanges of corner bead, edge trim, and control joints; penetrations; fastener heads, surface defects, and elsewhere, as required, to prepare gypsum board surfaces for decoration and levels of gypsum board finish indicated.
 1. Apply joint tape over gypsum board joints to prevent cracks from developing in joint treatment at flange edges, except those with trim accessories having concealed face flanges not requiring taping.

SECTION 09260 - GYPSUM BOARD SYSTEM

2. Apply joint tape over gypsum board joints and to trim accessories with concealed face flanges as recommended by trim accessory manufacturer and as required to prevent cracks from developing in joint compound at flange edges.
 3. Level of Gypsum Board Finish: Provide the following level of gypsum board finish per GA-214.
 - a. Level 5: Embed tape in joint compound at all joints and interior angles. Provide three separate coats of compound at all joints, angles, fastener heads, and accessories.
 - b. Apply joint compound as specified for level 4 plus a thin, uniform skim coat of joint compound over entire surface. Produce surfaces free of tool marks and ridges ready for decoration of type indicated.
- C. Texture: Walls (Orange Peel), Ceiling (Broque).

3.4 REPAIRS:

- A. After taping and finishing has been completed, repair all damaged and defective work.
- B. Patch holes or openings 1/2-inch or less in diameter, or equivalent size, with a setting type finishing compound or patching plaster.
- C. Repair holes or openings over 1/2-inch diameter, or equivalent size, with 1/2-inch thick gypsum board secured in such a manner as to provide solid substrate equivalent to undamaged surface.
- D. Tape and refinish scratched, abraded or damaged finished surfaces including cracks and joints to provide smoke tight construction, and fire protection equivalent to the fire rated construction.

END OF SECTION

SECTION 09660 - RESILIENT TILE FLOORING

PART 1 - GENERAL

1.1 SUMMARY:

- A. Section Includes:
 - 1. Resilient tile flooring.
 - 2. Wood baseboard.

1.2 SUBMITTALS:

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Product data for each type of product specified.
 - 1. Certification by tile manufacturer that products supplied for tile installation comply with local regulations controlling use of volatile organic compounds (VOC's).
- C. Samples for initial selection purposes in form of manufacturer's color charts consisting of actual tiles or sections of tiles showing full range of colors and patterns available for each type of resilient floor tile indicated.
- D. Samples for verification purposes in full-size tiles of each different color and pattern of resilient floor tile specified, showing full range of variations expected in these characteristics.
- E. Product certificates, in lieu of laboratory test reports when permitted by Engineer, signed by manufacturer certifying that each product complies with requirements.

1.3 QUALITY ASSURANCE:

- A. Single-Source Responsibility for Floor Tile: Obtain each type, color, and pattern of tile from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the Work.
- B. Fire Performance Characteristics: Provide resilient floor tile with the following fire performance characteristics as determined by testing products per ASTM test method indicated below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction.
 - 1. Critical Radiant Flux: 0.45 watts per sq cm or more per ASTM E 648,
 - 2. Smoke Density: Less than 450 per ASTM E 662.

1.4 DELIVERY, STORAGE, AND HANDLING:

- A. Deliver tiles and installation accessories to Project site in original manufacturer's unopened cartons and containers each bearing names of product and manufacturer, Project identification, and shipping and handling instructions.
- B. Store flooring materials in dry spaces protected from the weather with ambient temperatures maintained between 50 deg F (10 deg C) and 90 deg F (32 deg C).
- C. Store tiles on flat surfaces. Move tiles and installation accessories into spaces where they will be installed at least 48 hours in advance of installation.

1.5 PROJECT CONDITIONS:

- A. Environmental Requirements: At least 48 hours prior to beginning work, move resilient flooring materials to areas of installation and maintain at minimum 70 degrees F until 48 hours after completing installation and at minimum 55 degrees F thereafter.
- B. Sequencing: Do not begin installation of resilient flooring products until painting has been completed for each area.

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- C. Existing Conditions: Do not install resilient flooring on concrete substrates until testing has been conducted to assure that moisture levels are acceptable.

1.6 MAINTENANCE:

- A. Extra Materials: At time of completing installation, deliver stock of maintenance materials to the owner, Furnish products matching those actually installed, packaged for storage and clearly labeled.
 1. Resilient Tile: 10 percent of each variety installed.
 2. Wood Baseboard: 10 percent of each variety installed.

PART 2 - PRODUCTS

2.1 TILE FLOORING MATERIALS:

- A. Manufacturer: Provide product complying with the requirements of the contract documents and made by the following. Equivalent products by other manufacturers will be considered:
 1. Armstrong - Excelon.
 2. Mannington.
- B. Vinyl Composition Tile:
 1. Products complying with ASTM F 1086, Composition 1 (non-asbestos formulated).
 - a. Pattern or Style: Match Existing, Premium Architectural Series, Type IV, Composition 1 or similar commercial grade.
 - b. Size and Gage: 12 inches x 12 inches, 1/8 inch thick.

2.2 BASE BOARD:

- A. Wood Base Board: Provide products complying with requirements of the contract documents and the following.
 1. 2-1/4" profile, solid wood base board to be painted.

2.3 INSTALLATION ACCESSORIES:

- A. Concrete Slab Primer: Non-staining type as recommended by flooring manufacturer.
- B. Trowelable Underlayments and Patching Compounds: Latex-modified, portland-cement-based formulation provided or approved by tile manufacturer for applications indicated.
- C. Adhesives (Cements): Water-resistant type recommended by tile manufacturer to suit resilient floor tile products and substrate conditions indicated.
- D. Metal Edge Strips: Extruded aluminum with mill finish of width shown, of height required to protect exposed edge of tiles, and in maximum available lengths to minimize running joints.

PART 3 - EXECUTION

3.1 EXAMINATION:

- A. General: Examine areas where installation of products specified in this Section will occur, with Installer present, to verify that substrates and conditions are satisfactory for tile installation and comply with tile manufacturer's requirements and those specified in this Section.
- B. Concrete Sub floors: Verify that concrete slabs comply with ASTM F 710 and the following:
 1. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials whose presence would interfere with bonding of adhesive. Determine adhesion

SECTION 09660 - RESILIENT TILE FLOORING

and dryness characteristics by performing band and moisture tests recommended by tile manufacturer.

2. Finishes of sub floors comply with tolerances and other requirements specified in Division 3 Section "Cast-In-Place Concrete" for slabs receiving resilient flooring.
 3. Sub floors are free of cracks, ridges, depressions, scale, and foreign deposits of any kind.
- C. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION:

- A. General: Comply with manufacturer's installation specifications to prepare substrates indicated to receive tile.
- B. Use trowelable leveling and patching compounds per tile manufacturer's directions to fill cracks, holes, and depressions in substrates.
- C. Remove coatings, including curing compounds, and other substances that are incompatible with flooring adhesives and that contain soap, wax, oil, or silicone, by using a terrazzo or concrete grinder, a drum sander, or a polishing machine equipped with a heavy-duty wire brush.
- D. Broom or vacuum clean substrates to be covered immediately before tile installation. Following cleaning examine substrates for moisture, alkaline salts, carbonation, or dust.
- E. Apply concrete slab primer, if recommended by flooring manufacturer, prior to applying adhesive. Apply according to manufacturer's directions.

3.3 GENERAL INSTALLATION REQUIREMENTS:

- A. Comply with manufacturer's published recommendations for installation in each area, extending resilient flooring into spaces which are partially concealed.

3.4 TILE INSTALLATION:

- A. Lay out tiles to match existing adjacent pattern direction/arrangement.
- B. Match tiles for color and pattern by selecting tiles from cartons in same sequence as manufactured and packaged, if so numbered. Cut tiles neatly around all fixtures. Discard broken, cracked, chipped, or deformed tiles.
 1. Lay tiles in pattern with respect to location of colors, patterns, and sizes per existing field conditions.
- C. Where demountable partitions and other items are indicated for installing on top of finished tile floor, install tile before these items are installed.
- D. Scribe, cut, and fit tiles to butt tightly to vertical surfaces, permanent fixtures, built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings.
- E. Extend tiles into toe spaces, door reveals, closets, and similar openings.
- F. Maintain reference markers, holes, or openings that are in place or plainly marked for future cutting by repeating on finish flooring as marked on subfloor. Use chalk or other nonpermanent marking device.
- G. Install tiles on covers for telephone and electrical ducts, and similar items occurring within finished floor areas. Maintain overall continuity of color and pattern with pieces of flooring installed on these covers. Tightly adhere edges to perimeter of floor around covers and to covers.
- H. Adhere tiles to flooring substrates without producing open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, or other surface imperfections in completed tile installation.

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- I. Use full spread of adhesive applied to substrate in compliance with tile manufacturer's directions including those for trowel notching, adhesive mixing, and adhesive open and working times.
- J. Hand roll tiles where required by tile manufacturer.

3.5 INSTALLATION OF WOOD BASE:

- A. Apply 2-1/4" wood wall base to walls, columns, pilasters, and other permanent fixtures in rooms and areas where base is required. Install wall base in lengths as long as practicable. Tightly nail wall base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
 - 1. Masonry surfaces or other similar irregular substrates, fill voids along top edge of wall base with manufacturer's recommended adhesive filler material.
 - 2. Install inside and exterior corners before installing straight pieces.
 - 3. Cut inside corners on job from straight pieces of maximum lengths possible.
 - 4. Cut outside corners on job from straight pieces of maximum lengths possible.
- B. Prime and paint wood base with semi-gloss paint to match wall paint color. See painting specifications, Section 09900.

3.6 CLEANING, POLISHING AND PROTECTION:

- A. Perform the Following Operations Immediately After Completing Tile Installation:
 - 1. Remove visible adhesive and other surface blemishes using cleaner recommended by resilient product manufacturers.
 - 2. Sweep or vacuum floor thoroughly.
 - 3. Do not wash floor until after time period recommended by resilient product manufacturer.
 - 4. Damp-mop resilient product to remove black marks and soil.
- B. Protect flooring against mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period. Use protection methods indicated or recommended by tile manufacturer.
 - 1. Apply protective floor polish to resilient product surfaces that are free from soil, visible adhesive and surface blemishes.
 - a. Use commercially available, metal, cross-linked acrylic product acceptable to tile manufacturer.
 - b. Coordinate selection of floor polish with Owner's maintenance service.
 - 2. Cover tiles with undyed, untreated building paper until inspection for Substantial Completion.
 - 3. Do not move heavy and sharp objects directly over tiles. Place plywood or hardboard panels over tiles and under objects while they are being moved. Slide or roll objects over panels without moving panels.
- C. Clean resilient products not more than 4 days prior to dates scheduled for inspections intended to establish date of Substantial Completion in each area of Project. Clean resilient products using method recommended by manufacturer.
 - 1. Strip protective floor polish that was applied after completing installation prior to cleaning.
 - 2. Reapply floor polish after cleaning.

END OF SECTION

SECTION 09900 - PAINTING

PART 1 - GENERAL

1.1 SUMMARY:

A. Section Includes:

1. Painting and finishing of exposed interior walls, ceilings, door frames, trim, wood base and surfaces.

1.2 DESCRIPTION OF WORK:

A. The extent of work is herein specified.

1. The work includes painting and finishing of exterior exposed items and surfaces throughout the project, except as herein specified. Also included are surface preparation, priming and coats of paint specified under other sections. Also included is miscellaneous painting of repaired/patched demolition/new construction.
2. The work includes field painting of all bare and covered pipes and of hangers, exposed steel and iron work, and primed metal surfaces, except as otherwise specified.
3. "Paint" as used herein means all coating systems materials, including primers, enamels, sealers and fillers, and other applied materials whether used as prime, intermediate, or finish coats.
4. Paint all exposed surfaces, except where the natural finish of the material is obviously intended and specifically noted as a surface not to be painted. Where items or surfaces are not specifically mentioned, paint these the same as adjacent similar materials or areas.

1.3 PAINTING NOT INCLUDED:

A. The following categories of work are not included as part of the painter-applied finish work, or are included in other section of these specifications.

1. Stucco and Concrete Items: Do not paint exterior concrete or stucco that has an integral color.
2. Operating Parts and Labels.
 - a. Do not paint any moving or operating units, such as hinges, door knobs, peep holes, striker plates, unless otherwise indicated.
 - b. Do not paint over any code-required labels, such as Underwriter's Laboratories performance rating name, or nomenclature plates.

1.4 DEFINITIONS:

A. DFM (dry film mils): Thickness, measured in mils, of a coat of paint in the cured state.

1.5 SUBMITTALS:

- A. Paint Finish Samples: Prepare and submit 8-1/2 inch by 11 inch paint finish samples of each paint finish and color to Owner on wood substrate. Remake samples until accepted.
- B. Material List: Submit letter listing brand and quality of each material proposed:
 1. Claims by applicator concerning unsuitability of any material specified or his inability to produce first-class work with same will not be entertained unless such claim is made, in writing, with material list submittal.
 2. Obtain acceptance of materials list before ordering materials.
- C. Samples: Submit full set of paint color samples to Owner for color selection.

SECTION 09900 - PAINTING

D. Quality Assurance/Control Submittals: Submit following to Engineer:

1. Test Reports: Results of testing by accredited independent laboratory demonstrating compliance of paint materials with specified performance requirements.
2. Certificates: Manufacturer's written certification that paint products comply with specified performance requirements and VOC regulations of applicable codes, laws, and regulations.

1.6 QUALITY ASSURANCE:

A. Regulatory Requirements: Comply with following:

1. Lead-Based Paint: Comply with Lead-based Paint Poisoning Prevention Act (LPPPA) (42 USC 4821-4846) and Guidelines for Hazard Identification and Abatement in Public and Indian Housing.
2. Do not contain mercury or mercury compounds.
3. Do not contain asbestos.
4. Comply with applicable VOC codes, laws, and regulations.

B. Number of Coats: Number specified is minimum number acceptable, if full coverage is not obtained with specified number of coats; apply additional coats as necessary to produce required finish.

C. Coats and Undercoats: Comply with recommendations of paint manufacturer.

D. Existing Surface Preparation: Comply with recommendations of paint manufacturer.

E. Mock-ups: Apply specified paint to 4 foot by 4 foot area as directed by Engineer for required mock-up.

F. Paint Materials:

1. All coating materials required, by this section shall be provided by a single manufacturer, unless otherwise required or approved.
2. For each individual system: Provide primer and other undercoat paint produced by the same manufacturer as finish coat.

G. Applicator: Firm with successful experience in painting work similar in scope to work of this project.

1. Maintain throughout duration of the work a crew of painters who are fully qualified to satisfy requirements of the specifications.

1.7 DELIVERY, STORAGE, AND HANDLING:

A. Delivery: Deliver materials in manufacturer's original containers bearing coating name and color, material composition data, date of manufacture, legal notices if applicable, and mixing, thinning, and application instructions.

1.8 PROJECT CONDITIONS:

A. Apply coatings only under the following environmental conditions:

1. Exterior painting is not allowed while wind and dust is blowing.
2. Provide continuous ventilation and heating to prevent accumulation of hazardous fumes and to maintain surface and ambient temperatures above 45 degrees F for 24 hours before, during, and for 48 hours after application of finishes, or longer if required to obtain full cure as indicated by manufacturer's instructions.

SECTION 09900 - PAINTING

1.9 EXTRA MATERIALS AND COORDINATION:

- A. Extra Materials: Provide Owner with one full gallon of each paint color and type used along with color number or formula for each type.
- B. Coordination: Where coatings will be applied over shop coatings specified in other sections, coordinate work of such other sections to ensure that only approved, compatible primers are applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

- A. Products of the following manufacturers, provided they comply with requirements of the contract documents may be used:

KWAL PAINT
1018 4th Street NW
Albuquerque, NM 87102
(505) 248-1810

DUNN-EDWARDS PAINTS
225 Menaul NW
Albuquerque, NM 87107
(800) 461-5439

- 2.2 PRODUCT SUBSTITUTIONS: Other paint manufacturers requesting approval to bid their product as an equal must submit a substitution request ten days after close of bidding:

2.3 PRODUCTS:

- A. Paint Materials:
 - 1. Provide the manufacturer's best grade product complying with compositional requirements and recommended for anticipated exposures.
- B. Colors:
 - 1. For multi-coat systems, apply each coat using a successively darker tint or shade, unless approved otherwise.
 - 2. Top coat colors: As indicated by Owner.
- C. Lead Content:
 - 1. Not more than 0.06 percent lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film.

PART 3 - EXECUTION

3.1 INSPECTION:

- A. Paint manufacturer's or supplier's representative shall perform a site inspection to determine and recommend which product is to be used on the project. Contractor shall coordinate with Engineer for inspection.
- B. Site Verification of Conditions: Before beginning application, examine surfaces to receive painting for conditions that will adversely affect execution, permanence or quality of work and which cannot be put into acceptable condition through preparatory work as included under Preparation.

SECTION 09900 - PAINTING

- C. Do not proceed with application until conditions are satisfactory in accordance with coating manufacturer's recommendations.

3.2 PREPARATION:

- A. Protection: Protect sidewalks and adjacent surfaces from paint smears, spatters, droppings, and overspray.
 1. Cover adjacent surfaces not to be painted. Mask off areas as required.
 2. Finish Hardware: Remove hardware prior to starting painting operations and replace only after painting operations have been completed.
- B. Damage to Other Work: Contractor shall be responsible for damage done to adjacent work. Repair damaged work in accordance with General Conditions and to satisfaction of Engineer. Replace materials damaged to extent that they cannot be restored to their original condition.
- C. Existing Surfaces (Including Existing Painted Surfaces to be Re-painted): Clean and prepare surfaces in accordance with manufacturer's recommendations for particular existing surface and coating, new paint material, and other existing conditions.
- D. Sand finishes on wood and metal surfaces between coats to assure smoothness and adhesion of subsequent coats. Use extra fine sandpaper to avoid cutting edges when sanding. Apply putty or spackling compound after surfaces are primed and primer is dry. Bring material flush with adjoining surfaces.
- E. Apply coatings to surfaces that are clean and properly prepared. Remove dirt, dust, grease, oils, and foreign matter. Prepare surface for proper texture necessary to optimum coating adhesion and intended finished appearance. Plan cleaning, preparation, and coating operations to avoid contamination of freshly coated surfaces.
 1. Do not apply coatings to labels that identify equipment, fire-resistance ratings, etc.
 2. Remove hardware, hinges, cover plates, and similar items before applying coatings.
 3. Provide protection for non-removable items not scheduled for coating. Use only skilled workmen for removal and replacement of such items.
 4. Protect surfaces not scheduled for coating. Clean, repair, or replace to the satisfaction of the Engineer any surfaces inadvertently spattered or coated.
 5. Before hand or power tool cleaning, remove visible oil, grease, residue, and salts by solvent cleaning. After hand or power tool cleaning, re-clean surfaces if necessary.
 6. Fill cracks, holes or checks full and make smooth before finish is applied to surfaces. Fill any cracks, etc., which occur after surfaces are primed. Hammer all nail pop-outs.
 7. Before touching up coatings damaged by handling, re-prepare damaged surfaces.
 8. Prepare previously painted surfaces to accept new paint. All loose or peeling paint shall be removed and remaining edges shall be feathered by sanding. Fill cracks with paintable caulk. Prime if necessary.
 9. Surfaces shall be perfectly dry, clean and smooth before starting work.
 10. Wood: Sand smooth and remove dust. Touch-up sap and knots with acceptable sealer before priming. Fill voids flush and smooth with putty or wood dough after primer is dry.
 11. Metals: Remove foreign material from unprimed metal.
 - a. Ferrous Metal: Touch up abrasions with ferrous metal primer.
 - b. Sand metal work immediately before painting to remove grease and dirt film from surfaces.

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- c. Unprimed Ferrous Metals: Remove rust, mill scales, and foreign matter by wire brushing, scraping, sandblasting, or solvent, as required to provide clean, smooth surface.
 - d. Zinc Coated Metals (Galvanized Surfaces): Remove foreign matter and clean surface with mineral spirits. Pre-treat with phosphoric acid etch or vinyl wash. Apply primer same day as pretreatment is applied.
12. Mixing and Thinning:
- a. Remove and discard any skin formed on surface of coatings in containers. Discard any containers where skin comprises 2 percent or more of the remaining material. Do not add thinner except as specifically recommended (not merely permitted) by the coating manufacturer for proper coating application under the circumstances prevailing at the project site when application equipment recommended by the coating manufacturer is employed. Use only the quantities and the types of thinner recommended.

3.3 APPLICATION:

A. General:

1. Apply coatings in accordance with coatings manufacturer's instructions and using application method best suited for obtaining full, uniform coverage of surfaces to be coated.
2. Apply each coat to achieve the dry film thickness per coat recommended by the coating manufacturer. Application rates in excess of those recommended and fewer numbers of coats than specified will not be accepted.
3. Completed coatings shall be free of defects such as runs, sags, variations in color, lap or brush marks, holidays, and skips.
4. Coat all similar surfaces not specifically mentioned unless specifically exempted.
5. Coat front and back of miscellaneous items such as security doors, covers, panels, and grilles.
6. Allow each coat to dry thoroughly before starting application of successive coat.
7. Sand coats before applying subsequent coatings on wood and metal.

B. Colors: Finish coat shall be color as selected by Owner. Tint pigmented undercoats to approximately same shade as finish coat, perceptibly increasing depth of shade in successive coats.

C. Remove coatings not in compliance with this specification, re-clean and re-prepare surfaces as specified, and apply coatings to comply with the contract documents.

D. Existing Exterior Joints: Prepare existing joints as recommended by joint sealant manufacturer's recommendations and reseal with new joint sealant.

1. Existing Joints: Clean and provide adequate grooves of recommended dimensions as required for new joint sealant application.
2. Joint Sealants: Apply in accordance with manufacturers recommendations.
3. Surfaces to be Sealed: Clean, dry and free of any foreign matter that would degrade adhesion. Remove existing caulking and joint sealants from areas to receive new joint sealant.
4. Prime cleaned surfaces in accordance with sealant manufacturer's recommendations.
5. Protect surfaces adjacent to joints by masking tape before applying sealant. Remove tape upon finishing sealing work.

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6. Maximum Width of Sealed Joint: 1/2 inch.

E. Scheduling:

1. Apply first coat of material to properly prepared surfaces without delay.
2. Apply successive coats within the time limits recommended by the manufacturer.

3.4 PRIME COATS:

A. General:

1. Field apply prime coat on new wood, gypsum board, facia or siding.
2. Re-prepare and retouch damaged prime coats using approved primer.

B. Primers for Wood and Wood Products:

1. Before installation prime wood facia and all panels of T1-11 siding on all sides and edges to minimize possible moisture damage and inhibit tannic bleed. Test a small area before applying paint to the entire surface. If bleed occurs apply E-Z PRIME® Exterior Acrylic Wood Primer (W 708) and allow a 24 hour cure time before applying final coats. It may be necessary to apply two coats.
2. Spot prime knotholes and sap streaks with BLOCK-IT Quick-Dry Primer/Sealer (QD 42-56).

3.5 FINISH COATS:

A. Number of Coats and Minimum Coating Thickness:

1. Apply not less than the number of coats indicated.
2. Apply each coat to achieve not less than the dry film thicknesses, as follows:
 - a. 3.5 DFM for 2 - coat work.
 - b. 5.0 DFM for 3 - coat work.

B. Apply additional coats at no additional cost to the owner when necessary to achieve complete hiding, uniform texture, or uniform sheen and appearance.

3.6 CLEANING AND PROTECTION:

A. Cleaning:

1. Clean work area on a daily basis; dispose of spent materials and empty containers. If requested, turn over to the Engineer all empty coatings containers used during the course of each day.
2. Remove all trace of coatings from adjacent surfaces not scheduled to be coated. Remove by appropriate methods that do not damage surfaces.

B. Protection:

1. Protect work against damage until fully cured. Provide signs identifying wet surfaces until surfaces are adequately cured.
2. Shortly before final completion of the project, examine surfaces for damage to coatings and restore coatings to new, undamaged condition.
3. Remove spilled, splashed, and splattered paint from finish items and surfaces without marring, damaging, or disfiguring surfaces.
4. Touch-up of minor damage will be acceptable where result is not visibly different from surrounding surfaces where result is different either in color, or sheen, recoat entire surface.

SECTION 09900 - PAINTING

3.7 SCHEDULE OF COATINGS FOR INTERIOR SURFACES:

A. Existing wood and wall board:

1. Latex Enamel, Semi Gloss (wood) and Satin (wall board).
 - a. First coat: Latex enamel.

B. New wood and gypsum board:

1. Latex Enamel, Semi Gloss (wood) and Satin (wall board).
 - a. First coat: Primer.
 - b. Second coat: Same as third coat.
 - c. Third coat: Latex enamel.

C. Ferrous Metal:

1. Alkyd, Gloss.
 - a. First coat: Alkyd-based, lead and chromate free, rust inhibitive, ferrous metal primer.
 - b. Second coat: Same as third coat,
 - c. Third coat: Alkyd, gloss.

END OF SECTION

SECTION 10800 - TOILET ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY:

- A. Provide toilet accessories.

1.2 SUBMITTALS:

- A. Submit for approval product data, accessory schedule.

1.3 QUALITY ASSURANCE:

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers, deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Inserts and Anchorages: Furnish accessory manufacturers' standard inserts and anchoring devices that must be set in concrete or built into masonry or framed walls. Coordinate delivery with other work to avoid delay.
- C. Single-Source Responsibility: Provide products of same manufacturer for each type of accessory unit and for units exposed to view in same areas, unless otherwise acceptable to Engineer.

1.4 PROJECT CONDITIONS:

- A. Coordination: Coordinate accessory locations, installation, and sequencing with other work to avoid interference with and ensure proper installation, operation, adjustment, cleaning, and servicing of toilet accessory items.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

- A. Manufacturers: Subject to compliance with requirements, provide toilet accessories by one of the following:
 1. American Specialties, Inc.
 2. Bobrick Washroom Equipment, Inc.
 3. GAMCO Washroom Accessories.

2.2 MATERIAL:

- A. Units: Stainless steel fabrication with NAAMM No. 2B satin finish; as manufactured by Bobrick Washroom Equipment, Inc. Surface mounting unless otherwise indicated.
- B. Stainless Steel: AISI Type 302/304, with polished No. 4 finish, 0.034 inch (0.9 mm) minimum thickness.
- C. Sheet Steel: Cold-Rolled commercial quality ASTM A 366 (ASTM A 366M), 0.04 inch (1.0 mm) minimum. Surface preparation and metal pretreatment as required for applied finish.
- D. Galvanized Steel Sheet: ASTM A 527 G60 (ASTM A 527M Z180).
- E. Chromium Plating: Nickel and chromium electro-deposited on base metal, ASTM B456, Type SC 2.
- F. Mirror Glass: Nominal 6.0mm thick, conforming to ASTM C 1036, Type I, Class 1, Quality q2, and with silvering, electro-plated copper coating, and protective organic coating.
- G. Galvanized Steel Mounting Devices: ASTM A 153, hot-dip galvanized after fabrication.

SECTION 10800 - TOILET ACCESSORIES

- H. Fasteners: Screws, bolts, and other devices of same material as accessory unit, or of galvanized steel where concealed.
- I. Types: See schedule on drawings.

2.3 FABRICATION:

- A. Surface-Mounted Toilet Accessories, General: Except where otherwise indicated, fabricate units with tight seams and joints, exposed edges rolled. Hang doors or access panels with continuous stainless steel piano hinge. Provide concealed anchorage wherever possible.
- B. Recessed Toilet Accessories, General: Except where otherwise indicated, fabricate units of all-welded construction, without mitered corners, Hang doors or access panels with full length, stainless steel piano hinge, Provide anchorage that is fully concealed when unit is closed.
- C. Framed Mirror Units, General: Fabricate frames for glass mirror units to accommodate wood, felt, plastic, or other glass edge protection material. Provide mirror backing and support system that will permit rigid, tamperproof glass installation and prevent moisture accumulation, as follows:
 - 1. Provide galvanized-steel backing sheet, not less than 0.034 inch (0.9 mm) and full mirror size, with non-absorptive filler material. Corrugated cardboard is not an acceptable filler material.
- D. Mirror Unit Hangers: Provide system for mounting mirror units that will permit rigid, tamperproof, and theft proof installation, as follows:
 - 1. One-piece, galvanized-steel, wall-hanger device with spring-action locking mechanism to hold mirror unit in position with no exposed screws or bolts.
 - 2. Heavy-duty wall brackets of galvanized steel, equipped with concealed locking devices requiring a special tool to remove.

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. Install toilet accessory units according to manufacturer's instructions, using fasteners appropriate to substrate as recommended by unit manufacturer. Install units plumb and level, firmly anchored in locations and at heights indicated.
- B. Secure mirrors to walls in concealed, tamperproof manner with special hangers, toggle bolts, or screws. Set units plumb, level, and square at locations indicated, according to manufacturer's instructions for type of substrate involved.
- C. Install framed blocking for grab bars to withstand a downward load of at least 250 lbs, complying with ASTM F 446.

3.2 ADJUSTING AND CLEANING:

- A. Adjust toilet accessories for proper operation and verify that mechanisms function smoothly. Replace damaged or defective items.
- B. Clean and polish all exposed surfaces strictly according to manufacturer's recommendations after removing temporary labels and protective coatings.

END OF SECTION

SECTION 12320 - CUSTOM CABINETS

PART 1 - GENERAL

1.1 SUMMARY:

- A. Specification for design, construction and installation of cabinets in conjunction with applicable electrical and mechanical divisions.

1.2 REFERENCES:

A. Applicable Standards

- 1. American National Standards Institute (ANSI) - New York ANSI/A117.1-86: Building and Facilities - Providing Accessibility and Usability for Physically Handicapped People.
- 2. Architectural Woodwork Institute (AWI) - Arlington, VA
- 3. AWI-400B, CUSTOM GRADE: Solid Wood Cabinets, Quality Standards for Materials and Construction.

B. Applicable Regulations

- 1. National Fire Protection Association (NFPA) - Quincy, MA
- 2. Underwriters Laboratories, Inc. (UL) - Northbrook, IL

1.3 SUBMITTALS:

- A. Manufacturer shall furnish complete product data reflecting accurate correct material/color/finish schedules, hardware selections, and if requested, actual material and/or component samples for selection by Engineer.

1.4 QUALITY ASSURANCE AND WARRANTY:

- A. Cabinets shall as manufactured, meet or exceed Architectural Woodworking Institute (AWI) "Custom Grade" specifications. Manufacturer to supply operation and maintenance manuals.
- B. Manufacturing Tolerances: Panels and parts are sized to plus or minus 0.015625" (1/64"). Line borings, dadoes and other machined objects are located to plus or minus 0.015625" (1/64").
- C. AWI Type of Cabinet Construction: Flush 1/2 Overlay or Overlay.
- D. Cabinets shall meet Federal Guidelines for Barrier Free Accessibility/Adaptability as mandated in the Americans with Disabilities Act. Unit shall also meet any applicable state accessibility/adaptability requirements as determined by the Engineer and as shown in project plans.
- E. Manufacturer shall provide written one-year warranty, including parts and labor (in-field service), to repair or replace any part due to manufacturing defects.

PART 2 - PRODUCTS

2.1 ACCEPTED MANUFACTURERS:

- 1. Hi-Lo Industries, Inc.
d/b/a Bridgewood Custom Cabinets
American Value
908 W. Chestnut Street
Chanute, Kansas 66720 www.americanvaluecabinetry.com
Available at: Samon's Electric and Plumbing Supply, Albuquerque, NM (505) 884-6861.
- 2. Aristokraft Cabinetry
A subsidiary of Master Brand
PO Box 420
Jasper, IN 47547 <http://www.aristokraft.com/>
Available at: Ace Hardware & Home Center, Portales, NM (575) 356-5827.

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3. KraftMaid Cabinetry
15535 South State Ave.
Middlefield, Ohio 44062 www.kraftmaid.com
Available at: Home Depot and Lowes.

2.2 ACCEPTED PRODUCTS:

1. Bridgewood Custom Cabinets - American Value, All Wood Construction, Maple Wood, Full Overlay, Raised Panel, Classic Door Style, Dunn Finish, Dovetail Drawers, Door Pulls Required, Full Extension Drawer Guides.
2. Aristokraft Cabinetry - All Plywood Construction (APC), Oak Wood, Partial Overlay, Raised Door Panel, Westbury Square Door Style #636, Wheat Finish, Dovetail Drawers, Full Extension Drawer Guides.
3. KraftMaid Cabinetry - All Plywood Construction Upgrade, Oak Wood, 1/2 Overlay, Arch Raised Door Panel, Ginger Finish, Dovetail Drawers, Soft Close Drawer Guides.

2.3 MATERIALS CONSTRUCTION:

- A. Frames shall be solid wood hardwood. Mortise and tendon or bore and dowel construction frame joinery reinforced with glue and nail.
- B. Side and Back Panels shall be plywood and a minimum 3/8" thick.
- C. Top and Bottom of Wall and Base shall be plywood and a minimum 1/2" thick.
- D. Drawers shall be solid wood with dovetailed construction at all four corners, a minimum 5/8" thick sides and 1/4" thick plywood bottom.
- E. Shelves shall be adjustable a minimum 3/4" thick, plywood with hardwood veneer banded front edge.
- F. Drawer guides shall be epoxy coated, undermount or side mount construction, rated a minimum 75 lbs capacity with built-in drawer stop; or optional standard manufacturers drawer guide upgrade.

2.4 CABINET HARDWARE AND ACCESSORY SCHEDULE:

- A. Provide drawer box parts, roll-out shelves, adjustable shelves (supplied with shelf clips), fixed shelves, slab-style door and drawer fronts and closet components.
- B. Provide hinges, hinge blocks, drawer guides, and misc. screws for attachment.
- C. Cabinet doors to be mounted with concealed, self-closing, fully adjustable hinges.
- D. Cabinet Pulls, required on American Value Cabinets, otherwise optional.

2.5 INTEGRAL COUNTERTOP/SPLASH:

- A. Quality Standard: Comply with AWI Section 400 requirements for countertops.
 1. Grade: Custom
- B. Type of Top: High-pressure decorative laminate complying with the following:
 1. Grade: GP-50, 0.50-inch nominal thickness.
 2. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
 - a. Provide selections from manufacturer's range of standard colors and finishes.

SECTION 12320 - CUSTOM CABINETS

- C. Edge Treatment: Same as laminate cladding on horizontal surfaces. In addition to heat application, use adhesive to firmly hold counter top end treatments in place.
- D. Core Material: Phenolic resin, medium-density particleboard.

PART 3 - EXECUTION

3.1 FIELD MEASUREMENT:

- A. Contractor shall verify overall width, height and depth of space to insure proper fit of cabinets. Contractor to provide drawings, lists, etc., conforming to the manufacturer's naming conventions. Where custom-sized requirements occur, provide detailed drawing showing front, side and top views with full dimensional details.
- B. Provide complete list of accessories required for each cabinet box. Use format and naming conventions as detailed in the manufacturer's catalog.
- C. COORDINATION: Coordinate installation with mechanical and electrical trades as required. Install cabinets in accordance with manufacturer's instructions and local codes.

3.2 INSTALLATION:

- A. The methods and skills involved in the installation of casework in large measure determine the final appearance of the project. Casework installation shall generally be accomplished as outlined in Section 1700, "Installation of Woodwork, Custom Grade", as found in the current edition of the AWI Architectural Woodwork Quality Standards.
- B. When required, the installer shall submit evidence of having adequate equipment and experienced crafts persons to complete the installation.
- C. The casework installer shall:
 1. Provide a sub-base that is level, square and plumb, or furnish leveling legs for the installation of cabinet boxes/casework.
 2. When necessary, work with the Contractor to establish positioning of in-wall blocking. All surface mounted accessories shall be fastened to studs or block with removable wood screws in wood construction; or with removable bolts attached to anchors set in mortar on masonry construction.
 3. Inspect all preparatory work done by others, and shall accept or reject conditions prior to installation.
 4. Distribute cabinet boxes/casework to its proper location.
 5. Review the architectural drawings and coordinate with job site conditions.
 6. Fasten and anchor all boxes as specified in Section 1700.G.9 of the current edition of the AWI Architectural Woodwork Quality Standards.
 7. Clean/remove sawdust, dirt, adhesives of any type, etc., remaining from assembly/installation of cabinet boxes.
- D. Install specified doors, drawer fronts and hardware, and make final adjustments for proper reveal clearances.

3.3 FIELD QUALITY CONTROL:

- A. TESTING: Cabinets and components thereof shall be given an operational test for conforming to purpose.
- B. INSPECTION: Cabinets to be checked for level installation and correct cabinet door alignment.

3.4 CLEANING:

SECTION 12320 - CUSTOM CABINETS

- A. Contractor to coordinate with requirements of Division 1, Section 01710. Proper care to be given to use of non-abrasive cleaning solvents on porcelain and/or laminate surfaces.

3.5 PROTECTION:

- A. Contractor shall carefully inspect carton(s) for concealed freight damage prior to acceptance of cabinets and countertops at job site.

END OF SECTION

SECTION 15050 – PLUMBING PIPING

PART 1 - GENERAL:

- A. All materials shall be new and clean when installed.

PART 2 - PRODUCTS:

2.1 PIPING:

- A. Wrought Iron: ASTM A-72, Schedule 40.
- B. Steel: ASTM A-72, Schedule 40.
- C. Copper: ASTM B-SB.
- D. Cast Iron: CISPI HS-67 or CISPI 301 -67T.
- E. Plastic: CS-207-60 or CS-256-63.
- F. QestPEX: ASTM.

2.2 FITTINGS:

- A. Malleable Iron: USASI B 16-3.
- B. Cast Iron: USASI B 16-4.
- C. Weld Fittings: USASI C 16-9.
- D. Wrought Copper: USASI B 16-18 or USASI B 16.22.
- E. QestPEX: ASTM.

2.3 JOINTS:

- A. For cast iron pipe: lead and oakum or ASTM C-564 double seal elastomeric compression type gasket, or CISPI 301, 67T no-hub joint.

2.4 UNIONS:

- A. For ferrous pipe: Federal Specifications WW-O-531 -A. Stockman No. 695.
- B. Copper pipe: Federal Specifications WW-U-516. Nibco 633.

2.5 FLANGES:

- A. Federal Specifications WW-F-406 or WW-F-521.

2.6 PIPE THREADS:

- A. ASTM B 32-5A.

2.7 HANGERS:

- A. Federal Specifications WW-H-171. Fee and Mason, or Grinnell Company.
- B. Sectional expansion hangers with turnbuckle and beam clamps, ceiling or
- C. Insert plates, or lag screws, as required.

2.8 SHEETS:

- A. Galvanized steel: ASTM A 525.
- B. Aluminum: ASTM B 209, temper H14.

SECTION 15050 – PLUMBING PIPING

- 2.9 VALVES:
- A. See individual sections.
- 2.10 FLOOR, WALL AND CEILING PLATES:
- A. Shall be chrome plated pressed or stamped brass, either one piece or split pattern held in place by internal spring tension or set screw.
- 2.11 SOLDER:
- A. All solder shall be lead free.
- 2.12 INSULATION:
- A. Pipe and equipment insulation shall conform to U/L 40, US, 15.19 "Pipe and Equipment Cover System C. Ductwork insulation, lining and adhesives shall conform to NBFU 90A, and shall be U/L Class 1.
- 2.13 SLEEVES:
- A. Steel pipe for pipes passing through masonry and concrete construction. Galvanized sheet iron for ducts passing through masonry and concrete construction and for pipe and ducts passing through finished partitions and ceilings.
- 2.14 AIR FILTERS:
- A. Shall be listed by U/L under Section 20-16 and shall be Class 1 or 2 as specified.

PART 3 - EXECUTION:

- 3.1 GENERAL:
- A. The installation shall be in conformity with the best practice and shall contribute to the efficiency of operation, accessibility, sightliness, and minimum maintenance; it shall conform to the codes and standards of the National Engineering Societies applicable, to the manufacturers' recommendations, and shall also conform and accommodate itself to the building, structure, equipment, and usage. No part of the installation shall interfere with the operation of any other system or operational part of the building. The drawings show the general design, arrangement, and extent of the system, and shall not be scaled for rough-in measurements or used as shop drawings.
- 3.2 PIPING:
- A. QestPEX: Use QestPEX pipe, pipe components, fittings, crimp rings, and tube.
 - B. Provisions for drainage: All piping shall be installed so that they may be easily drained. Drain caps, plugs, or drains shall be installed at low points.
 - C. Alignment: All installed pipe lines shall be straight and shall remain straight against strains. Proper allowance shall be made for expansion and contraction.
 - D. Clean as installed: All piping must be cleaned free from scale or loose dirt when installed, and must be kept clean during the completion of the installation. All openings in the piping systems shall be capped or plugged while awaiting further connections.
 - E. Welding: Black steel pipe one inch or larger shall be welded according to the American Standard Code for Pressure Piping, ASA-B 31.1 using standard welding fittings. No notching or mitering of pipe will be accepted. Welding shall be done by certified welders who also shall meet qualifications of Heating, Piping and Air Conditioning Contractors National Association.
 - F. Bending: No bending of pipe will be permitted.

SECTION 15050 – PLUMBING PIPING

3.3 DUCTWORK:

- A. All ductwork shall be rigidly supported by the building structure using strap hangers or trapeze hangers as required. All ducts, registers and grilles and connected equipment shall be clean when installed and kept clean until the system is completed. All ducts through roof and outside walls shall be properly flashed and counter flashed.

3.4 UNIONS AND FLANGES:

- A. Install a union or flange on downstream side of all shut-off valves, at all equipment connections, where required for disassembling of piping, and where shown on plans. Use flanges for pipes 3" and larger.

3.5 HANGERS:

- A. Hangers for all piping shall support the pipe without piercing the insulation. Insulated shields shall distribute the load so that it will not compress, crush, or deform the insulation. Piping shall be anchored where required to localize expansion or to prevent undue strain on piping and branches. Vertical risers shall be supported at each floor level with intermediate guide supports midway between floors. Hangers for steel and copper pipe shall be spaced 6'-0" o.c. for pipes 1" and smaller; 9'-0" o.c. for pipes 1-1/4" to 2"; 10'-0" o.c. for larger pipes. Cast iron pipe shall be supported every 5'-0" and at every joint. Plastic pipe shall be supported 4'-0" o.c.

3.6 ISOLATORS:

- A. All rotating equipment or apparatus shall be isolated from the structure by vibration isolation devices and from piping connected to the equipment itself by flexible connections. Use Mason Industries Type P4K pads under equipment and Metraflex flexible connectors for piping.

3.7 SUPPORTS:

- A. Support piping independently at pumps, coils, tanks, and the like so that its weight shall not be supported by the equipment.

3.8 FLOOR, WALL, AND CEILING PLATES:

- A. All throughout building for all pipes and all finished rooms.

3.9 INSULATION:

- A. Shall be continuous through walls, partitions, floors, and ceilings.

END OF SECTION

SECTION 15100 – DOMESTIC WATER PIPING

PART 1 - GENERAL:

- A. Complete system including connection to existing lines and connection to all plumbing fixtures and outlets.

PART 2 - MATERIALS: See Section 15050 materials specifications.

- A. Pipe:
 - 1. Use QestPEX pipe components, fittings, crimp rings and tube inside building.
 - 2. Plastic PVC pipe with solvent cemented joints for service and yard piping from five feet outside building.
 - 3. All pipe exposed in finished rooms shall be chromium plated.
- B. Insulation:
 - 1. One inch thick pipe insulation system for all domestic hot and cold water piping above grade. See drawings for insulation below grade.
 - 2. Provide insulation jacket for water heater.

PART 3 - EXECUTION: See Section 15050 for basic installation specifications.

- A. Provide valves on cold and hot water distribution lines and on each branch line even if not shown on plans.
- B. Each hot and cold water connection to a fixture or faucet shall be equipped with a vertical air cushion not less than 12" long.
- C. Access doors shall be installed where indicated on drawings and/or required by code.
- D. Prior to connection of new hot and cold water lines to existing lines, the plumbing Contractor shall disinfect new water lines with chlorine solution mixed 250 parts chlorine to 1 million parts water. Allow solution to remain in lines twenty-four (24) hours. Flush lines thoroughly and make connections to existing lines.
- E. Domestic water system shall be tested as required by Section 15050 and by code. Minimum testing pressure shall be 100 psi using water as testing medium.

END OF SECTION

SECTION 15200 – SANITARY WASTE AND VENT PIPING

PART 1 - GENERAL

- A. Complete system including connection to existing lines and connection to all plumbing fixtures and drains.

PART 2 - MATERIALS

- A. Soil Pipe: Cast iron service weight. Use PVC pipe where allowed by code.
- B. Vents: Use galvanized steel for vents 1 -1/2" and smaller. Same as soil pipe for larger vents. Use PVC where allowed by code.
- C. Stack Flashing: All flashing shall be made in cooperation with the roofing Contractor and shall conform to the roofing manufacturers details and to the National Roofing Contractors Association Standards.
- D. Cleanouts: Cleanouts shall be furnished for various locations as noted below and shall be similar or approved equal to J.R. Smith catalog numbers.
 - 1. Unfinished Areas: J.R. Smith Fig. #4220 cleanout with bronze plug.
 - 2. Finished Areas:
 - a. Walls: J.R. Smith, cleanout, #4710 round face of wall cover and screw.
 - b. Floors: J.R. Smith, floor drain, #2031S with flapper type backwater valve, 2" diameter. Provide clamping collar when installed in floors having waterproof membrane flashing.
 - c. Coordinate exact location in finished areas with Engineer.
 - 3. Outside Building: J.R. Smith Fig. #4240 cleanout with vandal-proof non-slip cover with anchoring lugs and flush bronze plug. Where not located in pavement, these cleanouts shall be set in concrete pad 6" thick, flush with finished grade, 18" square, and concrete shall be broom finished on top.
- E. Access doors: shall be installed where indicated on drawings and/or required by code. See section 15000 Of these specifications.

PART 3 - EXECUTION

- A. Piping 3" and smaller to be installed with a fall of not less than 1/4" per foot, Larger pipes shall be installed with a fall of not less than 1/8" per foot,

PART 4 - TESTING

- A. As specified in Section 15000 and as required by code. Minimum ten foot head on every joint for duration of check, or four hours minimum without loss of head.

END OF SECTION

SECTION 15300 – RESIDENTIAL PLUMBING FIXTURES**PART 1 - GENERAL**

- A. Fixtures shall be of one make only, except for special fixtures as may be listed herein, or in the contract drawings.

PART 2 - PRODUCTS

- A. Fixtures by Kohler and Sloan will be acceptable if, they are equal to those specified.
- B. All metal trimming on fixtures and exposed piping shall be chromium plated with chromium plated escutcheons.
- C. All fixtures shall be provided with vandal proof trim, monel seats and non corrosive stems.

PART 3 - EXECUTION

- A. All fixtures shall be securely bolted to walls and floors in accordance with the manufacturer's rough-in and setting requirements. Use carriers where specified in the plumbing fixture schedule.
- B. Stops and shut-off valves shall be provided for each fixture, sinks included.
- C. Clean-outs shall be provided for each sink.

END OF SECTION

SECTION 16050 - ELECTRICAL GENERAL PROVISIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. The general provisions of the contract including General and Special Conditions and General Requirements shall apply to all work under this Section.

1.2 REQUIREMENTS OF REGULATORY AGENCIES AND STANDARDS:

- A. Equipment, fixtures, material and installation shall conform to the requirements of the local Building Department, the serving utility companies, the National Electrical Code, National Electrical Safety Code, Life Safety Code, Occupational Safety and Health Act, and applicable national, state and local codes, ordinances and regulations.
- B. All equipment shall be equal to or exceed the minimum requirements of NEMA, IEEE, and UL.
- C. Should any change in Drawings or Specifications be required to comply with governmental regulations, the Contractor shall notify Engineer prior to execution of the Work. The work shall be carried out according to the requirements of such code in accordance with the instruction of the Engineer and at no additional cost to the Owner.
- D. The provisions of Standards, Codes, Laws, Ordinances, etc., shall be considered minimum requirements. In case of conflict between their published requirements, the Owner's Representative shall determine which is to be followed and his decision shall be binding. Specific requirements of this specification or the drawings, which exceed the published requirements, shall take precedence over them.

1.3 FEES:

- A. All local fees, permits, and services of inspection authorities shall be obtained and paid for by the Contractor. The Contractor shall cooperate fully with local companies with respect to their services. Contractor shall include in his bid any costs to be incurred relative to power service (primary and/or secondary) and telephone service.

1.4 SCOPE OF WORK:

- A. This division of the specifications covers the electrical systems of the project. It includes work performed by the electrical trades as well as trades not normally considered as electrical trades.
- B. Provide all incidentals, equipment, appliances, services, hoisting, scaffolding, supports, tools, supervision, labor consumable items, fees, licenses, etc., necessary to provide complete systems. Perform start-up and checkout on each item and system to provide fully operable systems.
- C. Examine and compare the Electrical Drawings with these specifications, and report any discrepancies between them to the Engineer and obtain from him written instructions for changes necessary in the work. At time of bid the most stringent requirements must be included in the bid.
- D. Examine and compare the Electrical Drawings and Specifications with the Drawings and Specifications of other trades, and report any discrepancies between them to the Engineer and obtain from him written instructions for changes necessary in the work. At time of bid, the most stringent requirements must be included in said bid.
- E. Install and coordinate the electrical work in cooperation with other trades installing interrelated work. Before installation, make proper provisions to avoid interference in a manner approved by the Engineer. All changes required in the work of the Contractor, caused by his neglect to do so, shall be made by him at his own expense.

SECTION 16050 - ELECTRICAL GENERAL PROVISIONS

- F. It is the intent of the Drawings and Specifications to provide a complete workable system ready for the Owner's operation. Any item not specifically shown on the Drawings or called for in the Specifications, but normally required to conform with the intent, are to be considered a part of the Contract.
- G. All materials furnished by the Contractor shall be new and unused (temporary lighting and power products are excluded) and free from defects. All materials used shall bear the Underwriter's Laboratory, Inc. label provided a standard has been established for the material in question.
- H. Except for conduit, conduit fittings, outlet boxes, wire and cable, all items of equipment or material shall be the product of one manufacturer throughout the entire project. Multiple manufacturers will not be permitted.

1.5 REFERENCES:

- A. Utilize the following abbreviations and definitions for discernment within the Drawings and Specifications.
 - 1. Abbreviations
 - a. NEC, National Electrical Code.
 - b. OSHA, Occupational Safety and Health Act.
 - c. ANSI, American National Standards Institute.
 - d. NFPA, National Fire Protection Association.
 - e. ASA, American Standards Association.
 - f. IEEE, Institute of Electrical and Electronics Engineers.
 - g. NEMA, National Electrical Manufacturers Association.
 - h. UL, Underwriters' Laboratories, Inc.
 - i. IES, Illuminating Engineering Society.
 - j. ICEA, Insulated Cable Engineers Association.
 - k. ASTM, American Society of Testing Materials.
 - l. ETL, Electrical Testing Laboratories, Inc.
 - m. CBM, Certified Ballast Manufacturers.
 - n. EIA, Electronic Industries Association.
 - o. LED, Light Emitting Diode.
 - p. OEM, Original Equipment Manufacturer.

1.6 DEFINITIONS:

- A. "PROVIDE" means to supply, purchase, transport, place, erect, connect, test, and turn over to Owner, complete and ready for regular operation, the particular Work referred to.
- B. "INSTALL" means to join, unite, fasten, link, attach, set up, or otherwise connect together before testing and turning over to Owner, complete and ready for regular operation, the particular Work referred to.
- C. "FURNISH" means to supply all materials, labor, equipment, testing apparatus, controls, tests, accessories, and all other items customarily required for the proper and complete application for the particular Work referred to.
- D. "WIRING" means the inclusion of all raceways, fittings, conductors, connectors, tape, junction and outlet boxes, connections, splices, and all other items necessary and/or required in connection with such Work.
- E. "CONDUIT" means the inclusion of all fittings, hangers, supports, sleeves, etc.

SECTION 16050 - ELECTRICAL GENERAL PROVISIONS

- F. "AS DIRECTED" means as directed by the Engineer, or his representative.
- G. "CONCEALED" means embedded in masonry or other construction, installed behind wall furring or within double partitions, or installed above hung ceilings.

1.7 COORDINATION OF THE WORK

- A. Certain materials will be provided by other trades. Examine the Contract Documents to ascertain these requirements.
- B. Carefully check space requirements with other trades and the physical confines of the area to insure that all material can be installed in the spaces allotted thereto including finished suspended ceilings and the spaces within the existing building. Make modifications thereto as required and approved.
- C. Transmit to other trades all information required for work to be provided under their respective Sections in ample time for installation.
- D. Wherever work interconnects with work of other trades, coordinate with other trades to insure that all trades have the information necessary so that they may properly install all the necessary connections and equipment. Identify all items of work that require access so that the ceiling trade will know where to install access doors and panels.
- E. Coordinate, project and schedule work with other trades in accordance with the construction sequence.
- F. The Drawings show only the general run of raceways and approximate location of outlets. Any significant changes in location of outlets, cabinets, etc., necessary in order to meet field conditions shall be brought to the immediate attention of the Engineer and receive his approval before such alterations are made, All such modifications shall be made without additional cost to the Owner.
- G. Obtain from the Engineer in the field the location of such outlets or equipment not definitely located on the Drawings.
- H. Circuit "tags" in the form of arrows are used where shown to indicate the home runs of raceways to electrical distribution points. These tags show the circuits in each home run and the panel designation. Show the actual circuits numbers on the finished record drawings and on panel directory card. Where circuiting is not indicated, Electrical Subcontractor must provide required circuiting in accordance with the loading indicated on the drawings and/or as directed.
- I. Adjust location of conduits, panels, equipment, pull boxes, fixtures, etc. to accommodate the work to prevent interference, both anticipated and encountered. Determine the exact route and location of each raceway prior to fabrication.
- J. Right-of-Way:
 - 1. Lines that pitch have the right-of-way over those that do not pitch. For example: steam, condensate, and plumbing drains normally have right-of-way. Lines whose elevations cannot be changed to have right-of-way over lines whose elevations can be changed.
 - 2. Make offsets, transitions and changes in direction in raceways as required to maintain proper headroom in pitch of sloping lines whether or not indicated on the Drawings.
- K. Wherever the work is of sufficient complexity, prepare additional Detail Drawings to scale similar to that of the bidding Drawings, prepared on tracing medium of the same size as Contract Drawings. With these layouts, coordinate the work with the work of other trades. Such detailed work to be clearly identified on the Drawings as to the area to which it applies. Submit for review Drawings clearly showing its relation to the work of other trades before commencing shop fabrication or erection in the field.
- L. Coordinate with the local Electric Utility Company and the local Telephone Company as to their requirements for service connections and provide all necessary materials, labor and testing.

SECTION 16050 - ELECTRICAL GENERAL PROVISIONS

- M. Coordinate with contractors for work under other Divisions of this specification for all work necessary to accomplish this contractor's work
- 1.8 EXAMINATION OF SITE:
- A. Prior to the submitting of bids, the Contractor shall visit the site of the job and shall familiarize himself with all conditions affecting the proposed installation and shall make provisions as to the cost thereof. Failure to comply with the intent of this paragraph will in no way relieve the contractor of performing all necessary work shown on the Drawings.
- 1.9 PROGRESS OF WORK:
- A. The Contractor shall order the progress of his work to conform to the progress of the work of other trades and shall complete the entire installation as soon as the conditions of the building will permit. Any cost resulting from the defective or ill-timed work performed under this section shall be borne by the Contractor.
- 1.10 DELIVERY, STORAGE, AND HANDLING:
- A. Ship and store all products and materials in a manner that will protect them from damage, weather and entry of debris. If items are damaged, do not install, but take immediate steps to obtain replacement or repair. Any such repairs shall be subject to review and acceptance of the Engineer.
 - B. Deliver materials in manufacturer's unopened container fully identified with manufacturer's name, trade name, type, class, grade, size and color
 - C. Store materials suitably sheltered from the elements, but readily accessibly for inspection by the Engineer until installed. Store all items subject to moisture damage in dry, heated spaces.
- 1.11 EQUIPMENT ACCESSORIES:
- A. Provide supports, hangers and auxiliary structural members required for support of the work.
 - B. Furnish and set all sleeves for passage of raceways through structural, masonry and concrete walls of floors and elsewhere as will be required for the proper protection of each raceway passing through building surfaces.
 - C. Wall mounted equipment may be directly secured to wall by means of steel bolts. Maintain at least 1" air space between equipment and supporting wall. Groups or arrays of equipment may be mounted on adequately sized steel angles, channels, or bars. Prefabricated steel channels providing a high degree of mounting flexibility, such as those manufactured by Kindorf, Glob-Strutt and Unistrut, may be used for mounting arrays of equipment.
- 1.12 OPERATIONS AND MAINTENANCE MANUALS:
- A. General: Provide operations & maintenance (O&M) manuals in accordance with the Contract Documents.
 - 1. Provide two (2) copies of each manual, as requested.
 - 2. Manuals shall be 8-1/2 inches X 11 inches in hard cover 3-ring loose-leaf binders.
 - 3. Manuals shall be complete and in Owner's hands prior to turning building over to Owner and at least 10 days prior to instruction to operating personnel.
 - B. Provide manufacturer's literature as regularly published by the respective manufacturers for proper preventative and comprehensive maintenance.
 - C. Provide O&M manuals including but not limited to the following:

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1. Alphabetical list of all system components, with the name, address, and 24-hour phone number of the company responsible for servicing each item during the first year of operation.
 2. Operating instructions for complete system including:
 - a. Normal starting, operating, and shut-down.
 - b. Emergency procedures for fire or failure of major equipment
 - c. Summer and winter special procedures, if any.
 - d. Day and night special procedures, if any.
 3. Maintenance instruction including:
 - a. Proper lubricants and lubricating instructions for each piece of equipment, and date when lubricated.
 - b. Necessary cleaning, replacement and/or adjustment schedule.
 4. Manufacturer's data for each piece of equipment including:
 - a. Installation instructions.
 - b. Drawings and specifications.
 - c. Parts list, including recommended items to be stocked.
 - d. Complete wiring diagrams.
 - e. Marked or changed prints locating all concealed parts and all variations from the original system design.
 - f. Test and inspection certificates.
- D. Refer to individual specification sections for additional O&M requirements.
- 1.13 RECORD DOCUMENTS:
- A. During construction, keep an accurate record of all deviations between the work as shown on Drawings and that which is actually installed. Keep this record set of prints at the job site for review by the Engineer.
 - B. Upon completion of the installation and acceptance by the owner, transfer all record drawing information to one neat and legible set of prints. Then deliver them to the Engineer for transmittal to the Owner.
 - C. Provide in each main electrical switchboard room a framed copy under glass of the appropriate Single Line Riser Diagram as reviewed by the electrical engineer. Media shall be a high quality presentation type paper. Blueprints or other media which fade shall not be used.
- 1.14 GUARANTEE:
- A. Guarantee all material and workmanship for a period of one (1) year from date of final acceptance by the Owner, except that where guarantees or warranties for longer terms are specified herein, such longer term to apply. Within 24 hours after notification, correct any deficiencies that occur during the guarantee period at no additional cost to the Owner, all to the satisfaction of the Owner and Engineer. Obtain similar guarantees from subcontractors, manufacturers, suppliers and subtrade specialists.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. Applicable equipment and materials shall be listed by Underwriters' Laboratories and Manufactured in accordance with ASME, NEMA, ANSI or IEEE standards, and as approved by local authorities having jurisdiction.

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- B. If products and materials are specified or indicated on the Drawings for a specific item or system, use those products or materials. If products and materials are not listed in either of the above, use first class products and materials, subject to approval of Shop Drawings where Shop Drawings are required or as approved in writing where Shop Drawings are not required.
- C. All equipment capacities, etc. are listed for job site operating conditions. All equipment sensitive to altitudes or ambient temperatures to be derated and method of derating shown on Shop Drawings. Where operating conditions shown differ from the laboratory test conditions, the equipment to be derated and the method of derating shown on Shop Drawings.

2.2 SUBSTITUTION OF MATERIALS OR EQUIPMENT:

- A. All requests for substitution of materials or equipment shall be made in writing by the Contractor. The request must be in the Engineers office not less than 10 days prior to the bid date. Samples of proposed substitute materials or equipment shall be submitted to the Engineer for review whenever they are requested. Bids shall be based only upon the specified materials and equipment, or substitutes that have received written acceptance from the Engineer prior to the bid.
- B. Wherever the words "for approval" or "approved" are used in regard to manufactured specialties, or wherever it is desired to substitute a different make or type of apparatus for that specified, submit all information pertinent to the adequacy and adaptability of the proposed apparatus, and secure Engineer's acceptance before apparatus is ordered.
- C. Wherever quantities or a definite make and size of apparatus is specified, the make and size of apparatus which is proposed must conform substantially (in regard to the operating results) to that specified or implied. Same shall apply to important dimensions relating to operation of apparatus in coordination with the rest of the system, or to properly fitting it into available space conditions. Any substitution of equipment or apparatus shall include all necessary revisions, as required to complete the installation.
- D. Acceptance of substitutions, for equipment specified herein, will not be given merely upon submission of manufacturers names and will be given only after receipt of complete and satisfactory performance data covering the complete range of operating conditions in tabular and graphical form. Furnish complete and satisfactory information relative to equipment dimensions, weight, etc. Acceptance of all equipment specified or shown on the Drawings, or substitutions submitted for that specified or shown on the Drawings, will be granted if such equipment, in the opinion of the Engineer, conforms to the performance requirements, space conditions, weight requirements and quality requirements. Any additional construction and design costs incurred as a result of any accepted substitution shall be borne by the Contractor. The opinion and judgment of the Engineer shall be final, conclusive, and binding.

2.3 SHOP DRAWINGS:

- A. Prepare and submit detailed Shop Drawings for materials, systems, and equipment as listed herein, including locations and sizes of all openings in floor decks, walls, and floors.
- B. The Work described in any Shop Drawing submission shall be carefully checked for all clearances (including those required for maintenance and servicing), field conditions, maintenance of architectural conditions, and proper coordination with all trades on the job. Each submitted Shop Drawing shall include a certification that all related job conditions have been checked and that no conflict exists.
- C. All drawings shall be submitted sufficiently in advance of field requirements to allow ample time for checking and resubmitted as may be required. All submittals shall be complete and contain all required and detailed information.
- D. Acceptance of any submitted data or Shop Drawings for material, equipment apparatus, devices, arrangements, and layout shall not relieve Contractor from responsibility of furnishing same of proper dimensions and weight, capacities, sizes, quantity, quality and installation

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details, to efficiently perform the requirements and intent of the Contract. Such acceptance shall not relieve Contractor from responsibility for errors, omissions, or inadequacies.

PART 3 - EXECUTION

3.1 Not Used.

END OF SECTION