

PROJECT MANUAL

For

STAIR REPLACEMENT

**Project FL29S016501
October 1, 2009**

HOUSING AUTHORITY OF THE CITY OF SANFORD

**94 CASTLE BREWER COURT
SANFORD, FLORIDA 32771
(407) 323-3150
(407) 324-1806 FAX**

**Prepared by
JWA Management Services
3159 Fieldcrest Drive
Middleburg, FL. 32068
(904) 502-3226 or 282-8288**

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

SECTION 00003 - TABLE OF CONTENTS

BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS OF THE CONTRACT

SECTION NO.	TITLE	NO. OF PAGES
-------------	-------	--------------

Section 00020	Invitation to Bid	
Section 00030	Advertisement for Bids	
Section 00100	Instruction to Bidders	
	HUD – 5369 (SEE APPENDIX A)	
	HUD – 5369A (SEE APPENDIX A)	
Section 00101	Change Order Instructions and Conditions	
Section 00130	Pre-Bid Conference	
Section 00300	Bid Forms	
Section 00320	Licensure	
Section 00440	Substitution Request Form	
Section 00480	Florida Statutes, On Public Entity Crimes	
Section 00500	Agreement Forms	
Section 00600	Bonds and Certificates	
Section 00610	Performance Bonds	
Section 00620	Payment Bonds	
Section 00700	General Conditions	
	Table 5a (SEE APPENDIX A)	
	HUD – 5370 (SEE APPENDIX A)	
Section 00760	Wage Determination	
Section 00900	Addenda	
Section 00901	Schedule of Amounts For Contract Payments	
	HUD – 51000 (SEE APPENDIX A)	
Section 00902	Periodic Estimate for Partial Payment	
	HUD – 51001 (SEE APPENDIX A)	
Section 00903	Schedule of Change Orders	
	HUD – 51002 (SEE APPENDIX A)	
Section 00904	Schedule of Materials Stored	
	HUD – 51003 (SEE APPENDIX A)	
Section 00905	Summary of Materials Stored	
	HUD – 51004 (SEE APPENDIX A)	

DIVISION 1 - GENERAL REQUIREMENTS

Section 01005	Administrative Provisions	
Section 01010	Summary of Work	
Section 01300	Submittals	
Section 01350	Construction Progress Schedule	
	HUD – 5372	
Section 01400	Quality Control	
Section 01421	Reference Standards and Definitions	
Section 01600	Material and Equipment	
Section 01700	Contract Closeout	

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

<u>SECTION NO.</u>	<u>TITLE</u>	<u>NO. OF PAGES</u>
Section 01710	Final Cleaning	
Section 01720	Project Record Documents	
Section 01730	Operation and Maintenance Data	
Section 01740	Warranties	

DIVISION 2 - SITEWORK

Section 02070	Selective Demolition	
---------------	----------------------	--

DIVISION 6 - WOOD AND PLASTICS

Section 06100	Rough Carpentry	1 thru 9
---------------	-----------------	----------

THE REMAINING DIVISIONS WILL BE PROVIDED IN THE PROPOSAL.

APPENDIX A – HUD FORMS

HUD – 5369
HUD – 5369A
HUD – 5370
HUD – 51000
HUD – 51001
HUD – 51002
HUD – 51003
HUD – 51004
HUD – 5372

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

SECTION 00020 - INVITATION TO BID

Gentlemen:

Sealed bids will be received by the Sanford Housing Authority (SHA) hereinafter called the Owner, in the Administration Building at 94 Castle Brewer Court, Sanford, Florida 32771 until November 2, 2009, 10:00 a.m. local time. All proposals received will be publicly opened and read aloud at 94 Castle Brewer Court, Sanford, Florida 32771 for the demolition, design and construction of:

STAIR REPLACEMENT
14 Metal Stairs at Redding Garden
400 South Locust Avenue
Sanford, Florida 32771

All work shall be done in accordance with the Contract Documents pertaining thereto, which Project Manual, instructions, form of contract and other contract documents setting forth bid and contract stipulations may be secured at the Sanford Housing Authority Office.

Contractor's bidding this work shall have an occupational license and be licensed as a General Contractor to do business in the State of Florida. A copy of each license is to be submitted with the Bid.

Bidder may secure bid documents from the Sanford Housing Authority for a non-refundable cost of \$25.00 per set or download the documents for free at our web site "www.sanford.org". Partial sets will not be issued. Reproductions of Contract Documents without written permission of SHA are strictly forbidden. All questions relative to the bidding documents shall be addressed to Mr. James W. Abernathy, JWA Management Services at jwams@clearwire.net.

Each bid must be submitted in accordance with the Proposal Form and Instructions, fully completed, on Proposal Form in the Specifications. Bids received after the time set forth above for bid opening will not be considered.

There will be a pre-bid conference consisting of review of the project, Sections 00030 and 00130 on October 7, 2009, 10:00 am at 400 South Locust Avenue, Sanford, Florida in the Community/Board Room.

The Bidder may not revoke or cancel his bid or withdraw from the competition for a period of sixty (60) calendar days after the opening of bids, and that in the event the contract is awarded to the Bidder, he will, within ten (10) consecutive calendar days after the Housing Authority approval of award of bid, enter into a written contract with the Owner in accordance with the accepted bid, and give to the Owner a contract performance and payment surety bond with good and sufficient sureties satisfactory to the Owner in the amount of one hundred percent (100%) of the work ordered as needed. The Bidder's said agreement is incorporated in the Proposal form.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of State of Florida Law, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Angel I. Tua
Executive Director
Sanford Housing Authority
Sanford, FL.

SECTION 00030 - ADVERTISEMENT FOR BIDS

SANFORD HOUSING AUTHORITY (SHA), Sanford, Florida will receive bids on April 30, 2009 until 10:00 a.m. Bids will be opened immediately after in the Board Room at 400 South Locust Avenue, Sanford, FL for the demolition, design and construction of:

STAIR REPLACEMENT
14 Metal Stairs at Redding Garden
400 South Locust Avenue
Sanford, Florida 32771

Sealed bids must be accompanied by bid deposit: A Bid Bond, Cashier's Check or Certified Check for five (5%) percent of the total amount bid. The successful bidder shall furnish a Performance Bond and Labor and Material Payment Bond issued by a surety company approved by the Government, for one hundred percent (100%) of the Contract price for any contract that exceeds \$100,000.

Contractor's bidding this work shall have an occupational license and be licensed as a General Contractor to do business in the State of Florida. A copy of each license is to be submitted with the Bid.

Project Manual will be available from SHA for a nonrefundable cost of \$25.00 per set or download for free at our web site "www.sanford.org". No partial sets will be issued. Reproductions of Contract Documents without written permission of SHA are strictly forbidden.

There will be a pre-bid conference held consisting of review of the project at 10:00 am April 21, 2009 in the Community/Board Room at 400 South Locust Avenue, Sanford, Florida 32771 At this time the Owner's representatives will discuss the project requirements and procedures. Contractors are strongly encouraged to attend. Failure to attend does not relieve the bidder from the responsibility to carry out the work in the manner discussed at the conference. This pre-bid conference does not relieve the bidders of the on-site inspection of the project requirements.

SHA reserves the right to waive minor informalities in the bidding if said waiver is in the Housing Authority's best interest.

April 7, 2009.

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

ADVERTISING DATES:

(To be assigned)

END OF SECTION 00030

SECTION 00100 - INSTRUCTIONS TO BIDDERS – SUPPLEMENT TO HUD 5369

PART 1 – GENERAL

- 1.1 DOCUMENTS: Bona fide bidders may obtain sets of Project Documents from SHA upon a non-refundable cost of \$25.00, per set or download the documents for free at “www.sanford.org”. No partial sets will be issued.
- 1.2 EXAMINATION: Bidders shall carefully examine the documents and the construction site to obtain firsthand knowledge of existing conditions. Contractors will not be given extra payments for conditions, which could have been determined by examining the site and documents.
- 1.3 QUESTIONS: All questions relative to the Contract Documents shall be submitted in writing to SHA by General Contractor (Bidder List) only. No questions will be answered by SHA from suppliers, subcontractors, etc. unless submitted through a General Contractor. However, all questions relative to the Contract Documents from suppliers, subcontractors, etc. shall first be reviewed/researched by the General Contractor before submitting a question to SHA. Requested information that is contained or can reasonably be inferred from the Contract Documents shall be considered frivolous and no response will be issued/taken by SHA. Replies will be issued to all bidders of record as Addenda to the Drawings and Project Manual and will become part of the Contract. SHA will not be responsible for oral clarification. Questions received less than ten (10) calendar days before the bid opening may not be answered.
- 1.4 SUBSTITUTIONS: To obtain approval to use unspecified products, bidders shall submit written request no less than ten (10) calendar days before the bid date and hour. Requests received after this time will not be considered. Requests shall clearly describe the product for which approval is asked, including all data necessary to demonstrate acceptability. If the product is acceptable, SHA will approve it by Addenda issued to bidders of record. See Section 00440.
- 1.5 BASIS OF BID: The bidder must provide all material and labor for the demolition, design and installation of 14 metal stairs at Redding Gardens. The firm/company’s proposal will be evaluated on design and cost meeting industry standards. The proposal will include sufficient information and samples for a fair and impartial evaluation by a panel selected by the Housing Authority. The failure to submit the sample and evaluation material, all Bid Forms or bid guarantee will be cause for rejection. No segregated sealed bids or assignments will be considered.
- 1.6 PREPARATION OF BIDS: Sealed bids shall be typed on the Bidders letterhead. Fill in all blank spaces. Bids shall be signed with name typed below signature. Where bidder is a

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

corporation, bids must be signed with the legal name of the corporation followed by the name of the State of incorporation and the legal signatures of an office authorized to bind the corporation to a contract.

- 1.7 **BID SECURITY:** Bid Security shall be made payable to the Owner in the amount of five (5%) percent of the Bid sum. Security shall be either certified check or bid bond issued by surety licensed to conduct business in the State of Florida. The successful bidder's security will be retained until he has signed the Contract and furnished the required payment and performance bonds. The Owner reserves the right to retain the security of the next lowest bidder until the lowest bidder enters into contract or until sixty (60) calendar days after bid opening, whichever is the shorter. All other bid security will be returned as soon as practicable. If any bidder refuses to enter into a Contract, the Owner will retain his Bid Security as liquidated damages, but not as a penalty. This Bid Security is to be submitted with the Submission of Bids.
- 1.8 **PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:** Furnish and pay for bonds covering faithful performance of the Contract and payment of all obligations arising thereunder. Furnish bonds in such form as the Owner may prescribe and with surety company acceptable to the Owner. The bidder shall deliver said bonds to the Owner at the time established in the Notice of Intent for the execution of the Contract. Failure or neglecting to deliver said bonds, as specified, shall constitute a breach of Contract and the Bid Security will be forfeited. See also, Section 00600, 00610 and 00620.
- 1.9 **SUBCONTRACTORS:**
- A. The Bidder shall have determined to his own satisfaction that subcontractors have been successfully engaged in the particular type of business for a period of five (5) years under the same business organization and have successfully completed installations comparable to that required by this project and is qualified technically and financially to perform work for which he is listed. All subcontractors shall be capable of being bonded. The Owner reserves the right to reject any subcontractor not qualified technically or financially to perform the work for which he is listed.
 - B. The Owner reserves the right to reject any subcontractor not certified and/or registered by the State of Florida to perform the work of their trade if such registration is required by Florida Law.
- 1.10 **SUBMITTAL:** Submit Bid and Bid Bond in an opaque, sealed envelope. Identify the envelope with: (1) project name, (2) name of bidder, Attention: Mr. Angel I. Tua, Executive Director. Submit Bids in duplicate and in accord with the Invitation to Bid. If mailed, address as follows: Sanford Housing Authority, 94 Castle Brewer Court, Sanford, Florida 32771.
- 1.11 **MODIFICATION AND WITHDRAWAL:** Bids may not be modified after submittal. Bidders may withdraw Bids at any time before bid opening, but may not resubmit them. No Bid may be withdrawn or modified after the bid opening except where the award of Contract has been delayed for sixty (60) calendar days beyond the receipt of bids.
- 1.12 **DISQUALIFICATION:** The Owner reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder(s).

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

1.13 GOVERNING LAWS AND REGULATIONS:

- A. Florida Excise Tax: Bidders should be aware of the Florida Law as it relates to tax assessments on construction equipment.

1.14 OPENING: Bids will be opened as announced in the Invitation to Bid

1.15 AWARD:

- A. It is the Owner's intention to award a contract to the responsible bidder submitting the lowest responsive bid consisting of the design, material, base bid and number of days to complete.
- B. Options may be accepted without accepting the previous option in order to utilize the maximum amount of funds available.
- C. The Owner reserves the right to add funds to the project in order to make an award or to accept any alternate desire.
- D. The Owner reserves the right to accept or reject any bid.
- E. Owner may request the Bidders to present evidence of experience, qualifications, and financial ability to carry out the terms of the Contract.

1.16 EXECUTION OF CONTRACT:

- A. Notwithstanding any delay in the preparation and execution of the formal Contract Agreement, each Bidder shall be prepared to commence work within seven (7) calendar days following receipt of official written order of the Owner to proceed, or on date stipulated in such order.

1.17 BID PROTESTS:

- A. Any person who is adversely affected by the Sanford Housing Authority decision or intended decision concerning this bid solicitation or contact award shall file with the Owner a written notice of protest within seventy-two (72) hours after receipt of notice of the decision or intended decision.
- B. Formal Written Protest - The formal written protest shall be submitted by the person within ten (10) days after filing the notice of protest as specified in Subsection (1.17A) herein. Failure to file a formal written protest shall constitute a waiver of the right to further proceedings. A protest is officially filed when it is received by the Owner. The formal written protest shall contain the following:
 - 1. Name and address of the affected party.
 - 2. A statement of the ultimate facts upon which the protest is based; and,
 - 3. Such other information as deemed relevant to the issue.

- C. Resolution Process

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

1. The Owner may, at his sole discretion, hold an informal hearing regarding the subject of the protest. In any event, the Owner shall issue a written decision on the protest within fourteen (14) days of receipt of a formal written protest. Appeal of the Owner's decision shall be de novo to the Circuit Court of Sanford. Protestor expressly, knowingly, and voluntarily waives any right to jury trial in connection with such protest.
2. A notice of formal written protest as described in Sub-section (1.17B) herein shall halt the Owner's bid solicitation, or contract award process until the subject of the protest is resolved by Owner action. Provided however, Owner may set forth in writing particular facts and circumstances which require the continuance of the bid solicitation, or contract award process without delay to avoid an immediate and serious danger to public health, safety or welfare.

END OF SECTION 00100

SECTION 00101 - CHANGE ORDER INSTRUCTIONS AND CONDITIONS

PART 1 - GENERAL

1.1 GENERAL

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Constructive Change Directive must be incorporated into a subsequent Change Order if they affect Contract Price or Times.

Changes that affect contract price or contract schedule must be promptly covered by a Change Order.

B. CONDITIONS OF THE CHANGE ORDER

This Change Order includes all cost elements, delays and impacts resulting from the change, including but not limited to, labor, material, mark-ups, amounts for additional changes in the sequence of work, delays, disruptions, rescheduling, extended overhead, overtime acceleration, inefficiencies, and/or impact costs. Contractor expressly waives its right to make claim for any and all of these cost related items and/or extensions of time to the Contract other than what is expressly contained herein.

By accepting this Change Order, Contractor agrees that this Change Order constitutes a full and final settlement and full accord and satisfaction of all matters relating to the changed directly, or indirectly changed or unchanged in the Work which is the subject matter of the Change Order, including, but not limited to, all direct and indirect costs associated with such change, any cumulative impacts resulting from multiple changes or change orders, and any and all adjustments to the contract sum and construction schedule.

Notwithstanding any other provision herein or as set forth in the Contract Documents, this

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

adjustment in the Contract Sum and Time constitutes the entire Contract adjustment due Contractor arising out of the change in the work covered by this Change Order.

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

CHANGE ORDER

No. _____

PROJECT NAME: STAIR REPLACEMENT

Date of Notice to Proceed: _____

OWNER: Sanford Housing Authority

Contractor:

Consultant: JWA Management Services

You are directed to make the following changes in the Contract Documents.

Description:

Reason for Change Order:

Attachments: (List documents supporting change): See Change Order Instructions and Conditions attached hereto.

Original Contract Price: \$ _____

Revised Contract Amount (from Previous Change Order): \$ _____

Original Substantial Completion Date: _____ Original Final Completion Date: _____

Revised Substantial Completion Date: _____ Revised Final Completion Date: _____

Amount Associated with this Change Order \$ _____

Number of Days associated with previous Change Order(s): _____

Number of Days associated with this Change Order: _____

Revised Contract Amount \$ _____

APPROVED:

REVIEWED:

ACCEPTED:

OWNER

JWA Management Services

CONTRACTOR

(DATE)

(DATE)

(DATE)

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

SECTION 00130 - PRE-BID CONFERENCE

STAIR REPLACEMENT
14 Metal Stairs at Redding Garden
400 South Locust Avenue
Sanford, Florida 32771

There will be a pre-bid conference held at Sanford Housing Authority, 400 South Locust Avenue, Sanford, Florida 32771, on October 7, 2009, at 10:00 a.m. consisting of review of the project. At this time the Owner's representatives will discuss the project requirements and procedures. Contractors are strongly encouraged to attend. Failure to attend does not relieve the bidder from the responsibility to carry out the work in the manner discussed at the conference. This pre-bid conference does not relieve the bidders of the on-site inspection of the project requirements.

END OF SECTION 00130

SECTION 00300 - BID FORMS

THIS DOCUMENT SHALL BE SUBMITTED WITH THE BID PROPOSAL

BID FORMS

(To be typed on the Contractor's Letterhead)

DATE: _____

TIME: _____

Sanford Housing Authority
94 Castle Brewer Court
Sanford, Florida 32771

Gentlemen:

The Undersigned, hereinafter called "Bidder", having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of the work, and having examined carefully the Drawings (Not Provided), Specifications, the Form of Agreement, and other Contract Documents, with the Bond requirements herein, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of:

STAIR REPLACEMENT
14 Metal Stairs at Redding Garden
400 South Locust Avenue
Sanford, Florida 32771

In full accordance with the Project Manual prepared in accordance with your Invitation for Bids, Instruction to Bidders, Agreement and all other documents relating thereto listed in the Index in the Project Manual and if awarded the contract, to complete the said work specified for the following amounts:

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

BASE BID: _____ Dollars
(\$ _____)

Base Bid includes the demolition, design and installation of 14 metal stairs at Redding Gardens.

Days to Complete All Work _____

There is enclosed a certified check, cashier's check, treasurer's check, bank draft, or Bid Bond in the amount of not less than five (5%) percent of the Base Bid plus all alternates payable to the Owner as a guarantee for the purpose set out in your Instruction to Bidders.

The Bidder hereby agrees that:

- a. The above proposal shall remain in full force and effect for a period of sixty (60) calendar days after the time of the opening of this proposal and that the Bidder will not revoke or cancel this proposal within the said sixty (60) calendar days after the time of the opening of this proposal.
- b. In the event the contract is awarded to this Bidder, it shall be signed within ten (10) calendar days after the Sanford Housing Authority approval of award of bid. At contract signing, Bidder will furnish to the Owner a contract Performance and Payment Bond with good and sufficient sureties, satisfactory to the Owner, in the amount of 100% of the accepted bid. The Bidder further agrees that in the event of the Bidder's default or breach of any of the agreements of this proposal, the said bid deposit shall be forfeited as liquidated damages.

Acknowledgment is hereby made of receipt of the following Addenda issued during the bidding period.

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

If awarded this construction contract, the Bidder agrees to complete the work within the time limits set forth in the "Work Sequence" requirements in Section 01005, "Administrative Provisions".

Should the Contractor fail to substantially complete work under this Contract on or before the date stipulated for Substantial Completion (or such later date as may result from extension of time granted by Owner), he shall pay Owner, as liquidated damages, the sum of \$150.00 for each consecutive calendar day that terms of the contract remain unfulfilled beyond date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which Owner will sustain per diem by failure of Contractor to complete work within time as stipulated. In no way shall costs for liquidated damages be construed as a penalty of the Contractor.

For each consecutive calendar day that the work remains incomplete after the date established for Final Completion, the Owner will retain from the compensation otherwise to be paid to the

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

Contractor the sum of \$150.00. This amount is the minimum measure of damages the Owner will sustain by failure of the Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above.

This proposal is based solely upon materials and equipment made by manufacturers listed in the Specifications, on the Drawings or in the Addenda issued during the bidding period.

The Bidder hereby agrees that the Owner reserves the right to waive informalities in bidding and reject any or all bids, or to accept any bid that in its judgment will be in the best interest of the Owner. In witness whereof, the Bidder has hereunto set his signature and affixed his seal this _____ day of _____, A.D. 2009.

Florida Construction Industries Licensing Board Certification

Name of Holder: _____

Certificate No.: _____

Firm: _____

By: _____

(SEAL)

Title: _____

END OF SECTION 00300

SECTION 00320 - LICENSURE

PART 1

GENERAL

1.1 LICENSE REQUIREMENTS

- A. All contractors bidding this work shall have the appropriate occupational license.
- B. All Contractors bidding this work shall be State certified or licensed General Contractors as required by Chapter 489 of the Florida Statutes.
- C. Proof of these licenses shall be submitted with the Bid.
- D. A copy of your firm's Federal Employer Identification Number (FEIN) shall be submitted with the Bid.

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

(NOT USED)

END OF SECTION 00320

SECTION 00440 - SUBSTITUTION REQUEST FORM

SANFORD HOUSING AUTHORITY

SUBSTITUTION REQUEST FORM

Substitution Request No.: _____

Date: _____

Project: STAIR REPLACEMENT

Data: Section Paragraph Specified Material Proposed Substituted Material

NOTE: The Contractor by submitting this information to the SHA acknowledges the compliance of such information to the contract documents. Any revisions or modification from the contract documents are clearly denoted with all items to be utilized or deleted clearly marked. All incomplete, incorrect or variant submittals submitted by Contractor will require re-submittals. SHA shall be the sole judge of incomplete, incorrect or variant submittals. Deductions from Contractor payment will be made based upon \$80.00 per hour rate and deductive change order issued for all Contractor incomplete, incorrect or variant submittals and/or re-submittals.

Attached is complete technical data of the PRODUCT SUBSTITUTION, highlighted or underlined for easy reading, including laboratory test, as necessary, in duplicate, indicating modifications required/deviations from product specified.

Included is complete information on changes to the Construction Documents required by the Proposed PRODUCT SUBSTITUTION for its proper installation.

A. The Contractor, subcontractor and/or supplier under whose transmittal this information is sent, has reviewed the PRODUCT SUBSTITUTION and agrees it is applicable to this project in the location described and agrees to warrant/guarantee the use of the PRODUCT SUBSTITUTION in the same manner he would the Specified Product.

_____ Yes _____ No If not, Explain _____

B. Does the PRODUCT SUBSTITUTION affect dimensions shown on the Drawings in ANY way? If so, how?

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

C. Does the undersigned have the approval of the Manufacturer/Supplier to pay for any changes to the building design, including architectural, engineering and detailing costs, caused by the requested PRODUCT SUBSTITUTION? If so, to what extent?

D. What effect does the PRODUCT SUBSTITUTION acceptance have on other trades?

None ___ Don't Know _____ As follows _____

E. Differences between proposed PRODUCT SUBSTITUTION and the Specified Product? Be Specific. (ASTM No., Size, Gage, Material, Color Availability, Construction, Etc.). Use reverse side as required.

F. Manufacturer's guarantees and warranties of the PRODUCT SUBSTITUTION and the Specified Item are:

___ Same _____ Different (Explain)

G. What is the cost difference of the PRODUCT SUBSTITUTION in comparison the Specified Product? Submit monetary documentation to warrant claim.

_____ Less Expensive by \$ _____

_____ Credit to Owner \$ _____

_____ More Expensive by \$ _____

_____ Additional Cost to Owner \$ _____

H. The PRODUCT SUBSTITUTION has been verified by the undersigned as meeting or exceeding the specifications of the Specified item.

_____ Yes _____ No

THIS REQUEST IS ACCOMPANIED WITH A SELF-ADDRESSED, STAMPED ENVELOPE.

The undersigned states that the function, appearance, and quality of the PRODUCT SUBSTITUTION are equivalent or superior to the Specified Item. In addition, the Contractor, subcontractor or supplier assumes all responsibility for any impact and/or delay the review and evaluation of the alternate product may cause. The approval of the Product in no way relieves the Contractor, subcontractor and/or supplier of responsibility to conform with the requirements of the Contract Documents.

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

END OF SECTION 0440

SECTION 00480 - FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of State of Florida Law, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

END OF SECTION 0480

SECTION 00500 - AGREEMENT FORMS

PART 1 - GENERAL

1.1 GENERAL

- A. Agreement Form: The Form of Agreement between the Owner and Contractor shall be per the attached copy.
- B. The Contractor is hereby directed, as a condition of the Contract, to obtain the necessary copies of this Document, to acquaint himself with the Articles contained herein and to notify and apprise all Subcontractors, suppliers and any other parties to the Contract or individuals or agencies engaged on the work as to its contents.
- C. No contractual adjustments shall be due as a result of failure on the part of the Contractor to fully acquaint himself and all other parties to the contract with the conditions of this Document.

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

OWNER/CONTRACTOR AGREEMENT

THIS AGREEMENT MADE AS OF THE ____ DAY OF _____ AD., 2009 BY AND BETWEEN:

_____ (herein called the "Contractor"); and

SANFORD HOUSING AUTHORITY (herein called the "Owner") for

WITNESSETH THAT:

Contractor and Owner for consideration hereinafter named agree as follows:

ARTICLE 1. THE CONSTRUCTION CONTRACT DOCUMENTS

Construction Contract Documents consist of the Invitation to Bid, Instructions to Bidders, Bid Forms, Bond Forms, Form of Agreement, General Conditions of the Contract for Construction, Supplementary Conditions, Project Manual, Addenda (if used) issued prior to and modifications issued after execution of this agreement. These form the Contract, and are as fully a part of the Contract as if attached to this agreement or repeated herein. An enumeration of Contract Documents appears in Article 11. If anything in the Contract Documents is inconsistent with this agreement, agreement shall govern. The Contractor shall warrant that he has reviewed the Plans and Specifications for consistency, adequacy, and constructability.

ARTICLE 2. THE WORK

Contractor shall perform work required by Contract Documents for SANFORD HOUSING AUTHORITY as prepared by JWA Management Services.

ARTICLE 3. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Work to be performed under this Contract shall commence within seven (7) calendar days after the signing, execution and delivery to the Contractor of this Agreement, which date is established as the Commencement Date in the Notice to Proceed, and shall be completed as quickly as reasonably possible, with Substantial Completion shown for each item within the time limit set forth in the "Work Sequence" requirements in Section 01005 "Administrative Provisions". On failure to complete said Project within the time herein fixed, liquidated damages shall be paid by the Contractor to the Owner, in the amount stipulated in the Contract Documents, Section 00300.

ARTICLE 4. CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract the sum of _____ Dollars \$_____

Owner reserves right to make changes in Work and where quantities originally contemplated are so changed that application of agreed price to quantity of work is shown to create a hardship to Owner or Contractor, there shall be an equitable adjustment of Contract to prevent such hardship.

ARTICLE 5. ALTERNATE PROPOSALS

N/A

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

ARTICLE 6. ACCEPTANCE AND PAYMENTS

Progress payments shall be made once each month (as provided in the General Conditions) during the process of construction in amounts not to exceed ninety percent (90%) of the amount due on the Contract on the basis of work completed as certified by the Contractor and approved by SHA.

Upon completion of Contract, Contractor shall submit evidence satisfactory to Owner that payrolls, material bills, and other indebtedness incurred by Contractor in connection with Project have been paid in full. After such evidence has been submitted and written notice has been given Owner that work is ready for final inspection and acceptance, work shall be inspected by, or under direction of SANFORD HOUSING AUTHORITY, and when it is found work is acceptable under Contract, and Contract has been fully performed, SHA shall promptly issue final certificate stating work has been inspected under terms and conditions hereof, and consideration herein provided for is due under Contract to Contractor, and noted in such final certificate, whereupon after such inspection and acceptance, final payment, except as provided in next paragraph shall be due within thirty (30) calendar days, provided work be then fully completed and Contract fully performed.

Ten Percent (10%) of Contract price shall be withheld until substantial completion is certified by the JWA Management Services and approved by the Owner at which time the contractor may request and receive at the Owner's discretion reduction of the retainage to 5% until final completion is approved by the Owner.

ARTICLE 7. CONTRACT TERMINATION

In event this Contract is terminated by Owner for non-compliance or conveyance, and then in that event Contractor shall be liable to and pay Owner any damages which it may sustain by failure of Contractor to comply with terms of this Contract.

ARTICLE 8. CONTRACTOR'S LIABILITY INSURANCE

Contractor shall maintain such insurance as will protect him from claims under Workmen's Compensation Acts, and from any other claims or damages for personal injury, including death, which may arise from operations under this Contract, whether such operations be not by himself or by any subcontractor or anyone directly or indirectly employed by either, in amounts provided in Supplementary Conditions. Certificate of such insurance shall be filed with Owner and Contractor shall not commence work under this Contract until he has complied with provisions of this paragraph.

ARTICLE 9. PROTECTION OF OWNER'S PROPERTY

At all times during performance of this Contract, Contractor shall protect Owner's property from damages whatsoever on account of work being carried on under this Contract.

During construction of said Project, and until final acceptance of same by Owner, Contractor shall carry at his expense, Builders Risk Insurance, to include fire, windstorm and property coverage with loss payable to Contractor or Owner as interest may appear. Such policy shall be approved by and filed with the Owner at or before the time of commencing work under this Contract Builders Risk Insurance shall allow for Owner occupancy during the entire construction.

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

ARTICLE 10. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

This Contract shall become effective and in full force upon execution of this Agreement, concurrently with delivery of a Performance Bond and Labor and Material Payment Bond issued by a surety company licensed to do Business in State of Florida, for one hundred percent (100%) of the Contract price, said bond guaranteeing the performance of this Contract and as security for payment of persons performing labor and furnishing materials in connection with this Contract.

ARTICLE 11. MISCELLANEOUS PROVISIONS

Terms used in this Agreement which are defined in Conditions of Contract shall have meanings designated in those Conditions.

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and except for Modifications issued after execution of this Agreement, are enumerated as follows:

1. Contract Forms, Agreement, Performance Bond, Payment Bond, Certificates
2. Conditions of the Contract, General Conditions, Supplementary Conditions
3. Project Manual which includes all specifications, and details for this contract.
4. Addenda
5. Contract Modifications, Change Order, Field Order, Supplemental Instructions

COUNTERPARTS - The parties hereto may execute this Agreement in four (4) or more counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original instrument as against any party who has signed it.

SIGNED, SEALED AND DELIVERED in our presence

Witness

Witness

By: _____
President Contractor

(Affix Seal of Contractor)

SANFORD HOUSING AUTHORITY
94 Castle Brewer Court
Sanford, Florida 32771

Witness

Witness

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

By: _____
Angel I. Tua, Executive Director

(Affix Seal)

END OF SECTION 00500

SECTION 00600 - BOND AND CERTIFICATES

1.1 GENERAL

PART 1 - GENERAL

- A. Provide Labor and Materials Payment Bond as required by Section 255.05, Florida Statutes and for a Contractor's Performance Bond as required by Section 235.32 Florida Statutes.
- B. The Contractor is hereby directed, as a condition of the contract, to acquaint himself with the Articles contained herein and to notify and apprise all Subcontractors, suppliers and any other parties to the Contract or individuals or agencies engaged on the work as to its contents.
- C. No contractual adjustments shall be due as a result of failure on the part of the Contractor to fully acquaint himself and all other parties to the contract with the conditions of this Document.
- D. Surety Company providing Contractor's Bonds shall be approved by the Government, shall be rated "B+" or better by Best Insurance Rating Guide and appear in the current list of Sureties published by the U.S. Department of Treasury.

END OF SECTION 00600

SECTION 00610 - PERFORMANCE BONDS

PERFORMANCE BONDS
(FLORIDA STATUTE 235.32)

THIS AGREEMENT, made this _____ day of _____, 2009, between

_____, Contractor and
_____, herein referred to as
Surety.

The parties recite and declare as follows:

- 1. They are held and firmly bound to SANFORD HOUSING AUTHORITY, Florida's Oblige, herein referred to as Owner in the amount of _____ Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, personal representatives, successors and assignees, jointly and severally, firmly by this Agreement.

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

2. Contractor has, by written agreement dated _____, 2009, entered into a contract with SANFORD HOUSING AUTHORITY for the construction of _____ in accordance with plans, drawings and Project Manual prepared by SHA which contract includes in its terms the plans, drawings and Project Manual and all amendments, modifications and addendum thereto as prepared by SHA and which by reference are made a part hereof, and are herein referred to as the contract.
3. The condition of this obligation is such that, if contractor shall fully promptly and faithfully perform the contract and all obligations there under, including all items specified on the SHA and/or engineer's punch list for completion of the project as prepared by the SHA and/or engineer subsequent to actual date of substantial completion as determined by the SHA and/or engineer's Certificate of Substantial Completion, then this obligation shall be null and void; otherwise, it shall remain in full force and effect. The Bond shall remain in full force and effect and cover latent defects which are after the SHA has certified the construction be substantially complete and the Owner has accepted the construction.

For the reasons recited above, and in consideration of the mutual covenants of the parties set out herein, the parties agree as follows:

- A. Whenever the Contractor shall be, and shall be declared by the Owner to be, in default under the contract, the Owner, having performed Owner's obligations thereunder, the Surety shall promptly remedy the default by completion of the contract in accordance with its terms and conditions by the direct employment of a contractor or contractors and/or subcontractors as same shall be necessary to complete the contract and as same shall be acceptable to the Owner. Or, by obtaining a bid or bids for the completion of the contract in accordance with its terms and conditions upon determination by the Owner and the Surety of the lowest and best bidder, authorize the Owner to enter into a contract with such bidder for the completion of the contract in accordance with the terms and conditions of the original contract together with such additional work as is necessary to remedy any damage, depreciation, waste or loss as shall have been suffered by the project as the direct or indirect result of the default required to be remedied. In the event the second option is elected by Surety, upon the execution of the contract and commencement of performance thereunder, Surety shall make available as the work progresses sufficient and necessary funds to pay the costs of remediation of the default and completion of the contract in accordance with the schedule for payment as established by the successor remediation contract. Surety shall be given credit against any sums so due for any unpaid balance of the original contract price retained by the Owner and not claimed by the original contractor. In no event, however, shall Surety, pursuant to the terms and conditions of this provision, be required to pay more than a sum equal to the original contract price as same shall be amended from time to time as set forth in this bond, together with any additional sums accruing as the result of amendments to the original contract prior to default and sums necessary to remedy any damage, depreciation, waste or loss as shall have been suffered by the project as the direct or indirect result of the default required to be remedied, with the exception that in addition hereto, Surety shall be required to pay all costs and attorney's fees incurred by Owner for the enforcement of this bond including trial and appellate proceedings. The term "balance of contract price" shall mean the difference between the sum of money set aside and possessed by Owner for the payment of any sums due from owner to contractor under the terms and conditions of the original contract as same may have been amended from time to time and any sums not so paid pursuant to the original contract as same may be

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

amended prior to declared default thereof to the extent that same is not claimed by or found to be due the original contractor.

- B. If and in the event Surety shall not have advised Owner in writing as to Surety's election to remedy the declared default within twenty (20) calendar days from the date of receipt of Owner's Declaration of Default, the Owner may, at its election, act to remedy the default by obtaining a bid or bids for completion of the contract, and by entry into a successor contract for completion with the lowest and best bidder. Further, in the event Surety shall fail to notify Owner of its election and if Owner should elect to proceed hereunder to remedy the default then, and in that event, Surety shall promptly pay to Owner all sums necessary to enable Owner to comply with the payment provisions of any successor completion contract less any credit due Surety. Surety shall not have the right, in that event, to object on the grounds that the successor contractor as selected by the Owner is not the lowest and best bidder on that the successor contract price is excessive unless the objection shall be based on demonstrated amendments to the plans and Project Manual made subsequent to the declared default and constituting new work other than that work contracted for prior to the date of declaration of default, except as to additional work as is necessary to remedy any damage, depreciation, waste or loss as shall have been suffered by the project as the direct or indirect result of the default required to be remedied. The Surety shall be liable to the Owner for all consequential damages which it has incurred resulting from any breach by the Surety of this performance bond. All notices to Owner shall be directed to ATTENTION: Angel I. Tua, Executive Director, Sanford Housing Authority, 94 Castle Brewer Court, Sanford, FL 32771 in the event that the money is not promptly paid.
- C. All actions brought upon this bond shall be instituted in Sanford, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BOND PREMIUM: \$ _____ (AMOUNT)

Witnesses:

BY:

Contractor

As to Contractor

_____ BY:

Attorney in Fact for Surety

As to Surety

END OF SECTION 00610

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

SECTION 00620 - PAYMENT BONDS

PAYMENT BONDS
(Fla. Stat. 255.05)

BY THIS BOND, We,

_____, as Principal and
_____ a corporation, as Surety, are bound to
SANFORD HOUSING AUTHORITY herein called Owner, in the sum of \$_____,
for payment of which we bind ourselves, our heirs, personal representatives, successors, and
assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains in enforcement of this bond.
3. Performs the guarantee of all materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
4. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.
5. The provisions of Florida Statute 255,05 are specifically adopted by reference and made a part hereof for all purposes.

DATED _____, 2009

BOND PREMIUM \$ _____ (AMOUNT)

_____ (PRINCIPAL)

BY: _____

_____ (SURETY)

END OF SECTION 00620

SECTION 00700 - GENERAL CONDITIONS

PART 1 - GENERAL

1.1 GENERAL

- A. The General Conditions of the Contract for Construction, Public Housing Programs Table 5a and HUD Form - 5370 (SEE APPENDIX A), shall apply to and form a part of this Section.

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

- B. The Contractor is hereby directed, as a condition of the Contract to acquaint himself with the Articles contained herein and to notify and apprise all Subcontractors, suppliers and any other parties to the Contract or individuals or agencies engaged on the work as to its contents.

- C. No contractual adjustments shall be due as a result of failure on the part of the Contractor to fully acquaint himself and all other parties to the contract with the conditions of this Document.

END OF SECTION 00700

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

SECTION 00760 – WAGE DETERMINATION

General Decision Number: FL080023 07/25/2008 FL23

Superseded General Decision Number: FL20070023

State: Florida

Construction Type: Residential

Counties: Lake, Orange, Osceola and Seminole Counties in Florida.

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

Modification Number	Publication Date
0	02/08/2008
1	07/25/2008

* SUFL1981-002 01/01/1981

	Rates	Fringes
Air Conditioning Mechanic.....	\$ 6.55	
CARPENTER.....	\$ 6.59	
CEMENT MASON/CONCRETE FINISHER...	\$ 8.00	
DRYWALL FINISHER/TAPER.....	\$ 9.00	
DRYWALL HANGER.....	\$ 10.19	
ELECTRICIAN.....	\$ 6.55	
FLOOR LAYER: CARPET (SOFT) FLOOR.....	\$ 6.55	
Insulation Installer.....	\$ 8.00	
IRONWORKER.....	\$ 6.55	
Laborers:		
Mason Tenders.....	\$ 6.55	
Unskilled.....	\$ 6.55	

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

PAINTER.....\$ 7.00

PLASTERER.....\$ 6.93

PLUMBER.....\$ 7.00

Power equipment operators:

Backhoe.....\$ 6.55

Front End Loader.....\$ 6.55

Sheet metal worker.....\$ 6.55

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

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)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

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.

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

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.

=====

END OF GENERAL DECISION

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

SECTION 00900 - ADDENDA

ADDENDUM NO.

DATE:

PROJECT NAME:

THIS ADDENDUM IS HEREBY INCORPORATED INTO THE CONTRACT DOCUMENTS OF THE ABOVE REFERENCED PROJECT. THE FOLLOWING ITEMS ARE CORRECTIONS, CLARIFICATIONS, ADDITIONS AND/OR REVISIONS TO THE SPECIFICATIONS AND DRAWINGS, AND SHALL TAKE PRECEDENCE OVER THE ORIGINAL SPECIFICATIONS AND DRAWINGS.

CHANGES TO THE PROJECT MANUAL

ITEM NO.1

CHANGES TO THE DRAWINGS

ITEM NO. (CONTINUES)

END OF SECTION 00900

SECTION 00901 - SCHEDULE OF AMOUNTS FOR CONTRACT PAYMENTS

PART 1 - GENERAL

- A. The Contractor is hereby directed, as a condition of the Contract, to obtain the necessary copies of this Document, to acquaint himself with the Articles contained herein and to notify and apprise all Subcontractors, suppliers and any other parties to the Contract or individuals or agencies engaged on the work as to its contents.
- B. No contractual adjustments shall be due as a result of failure on the part of the Contractor to fully acquaint himself and all other parties to the contract with the conditions of this Document.

END OF SECTION 00901

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

SECTION 00902 - PERIODIC ESTIMATE FOR PARTIAL PAYMENT

PART 1 - GENERAL

- A. The Contractor is hereby directed, as a condition of the Contract, to obtain the necessary copies of this Document, to acquaint himself with the Articles contained herein and to notify and apprise all Subcontractors, suppliers and any other parties to the Contract or individuals or agencies engaged on the work as to its contents.
- B. No contractual adjustments shall be due as a result of failure on the part of the Contractor to fully acquaint himself and all other parties to the contract with the conditions of this Document.
- C. See Appendix A for required HUD form 53001

END OF SECTION 00902

SECTION 00903 - SCHEDULE OF CHANGE ORDERS

PART 1 - GENERAL

- A. The Contractor is hereby directed, as a condition of the Contract, to obtain the necessary copies of this Document, to acquaint himself with the Articles contained herein and to notify and apprise all Subcontractors, suppliers and any other parties to the Contract or individuals or agencies engaged on the work as to its contents.
- B. No contractual adjustments shall be due as a result of failure on the part of the Contractor to fully acquaint himself and all other parties to the contract with the conditions of this Document.
- C. See Appendix A for required HUD form 53002

END OF SECTION 00903

SECTION 00904 - SCHEDULE OF MATERIALS STORED

PART 1 - GENERAL

- A. The Contractor is hereby directed, as a condition of the Contract, to obtain the necessary copies of this Document, to acquaint himself with the Articles contained herein and to notify and apprise all Subcontractors, suppliers and any other parties to the Contract or individuals or agencies engaged on the work as to its contents.
- B. No contractual adjustments shall be due as a result of failure on the part of the Contractor to fully acquaint himself and all other parties to the contract with the conditions of this Document.
- C. Owner shall only pay for materials stored on site per conditions of the contract. Contractor shall assume all responsibility of stored materials on site.
- D. See Appendix A for required HUD form 53003

END OF SECTION 00904

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

SECTION 00905 - SUMMARY OF MATERIALS STORED

PART 1 - GENERAL

- A. The Contractor is hereby directed, as a condition of the Contract, to obtain the necessary copies of this Document, to acquaint himself with the Articles contained herein and to notify and apprise all Subcontractors, suppliers and any other parties to the Contract or individuals or agencies engaged on the work as to its contents.
- B. No contractual adjustments shall be due as a result of failure on the part of the Contractor to fully acquaint himself and all other parties to the contract with the conditions of this Document.
- C. Owner shall only pay for materials stored on site per conditions of the contract. Contractor shall assume all responsibility of stored materials on site.
- D. See Appendix A for required HUD form 53004

END OF SECTION 00905

SECTION 01005 - ADMINISTRATIVE PROVISIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes:
 - 1 Title of Work, and type of Contract.
 - 2 Work Sequence.
 - 3 Contractor Use of Premises.
 - 4 Owner Occupancy.
 - 5 Coordination.
 - 6 Reference Standards.
 - 7 Project Meetings.
- B. Related sections include the following:
 - a. Section 01030: Alternates.
 - b. Section 01270: Unit Prices.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work of this Contract comprises the demolition, design and installation of the 14 stairs at Redding Gardens a development in the Sanford Housing Authority (SHA).

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

Work will be contracted as one contract evaluated on design, material and time of completion.

1.4 CONTRACT NEEDED

- A. Construct the Work under a single, lump sum contract or

1.5 WORK SEQUENCE

- A. Construct Work in stages to accommodate Owner's occupancy phase requirements during the construction period; coordinate construction schedule and operations with Owner.
- B. Work on new construction shall begin within seven (7) calendar days after receipt of Notice to Proceed, and be complete by the calendar days provided in the bid starting with the date established in the Notice to Proceed.

1.6 CONTRACTOR USE OF PREMISES

- A. Limit use of premises for Work, construction operations and public use while allowing for Owner occupancy.

1.7 OWNER OCCUPANCY

- A. Owner will occupy premises during entire period of construction. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.

1.8 COORDINATION

- A. Coordinate work of the various sections of Specifications to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating times installed later.

1.9 REFERENCE STANDARDS

- A. For Products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. The date of the standards is that in effect as the date of contract documents, except when a specific date is specified.
- C. Obtain copies of standards when required by Contract Documents. Maintain copy at job site during progress of the specific work.
- D. Code Conformance: The following code editions are adopted by Sanford Housing

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

Authority (SHA).

1. Florida Building Code: 2001 Edition and all codes adopted by Florida Building Code.

1.10 PROJECT MEETINGS

- A. The SHA shall schedule and administer Project meetings throughout progress of the Work: Meetings will be at weekly intervals.
- B. The Contractor shall schedule meetings, prepare agenda, preside at meetings, record minutes and distribute to participants, and those affected by decisions made at the meetings.
- C. Attendance shall include Contractor's Project Manager and Job Superintendent(s), Owner's Representative, and others as appropriate to agenda topics for each meeting.
- D. Agenda may include review of work progress, status of progress schedule and adjustments thereto, delivery schedules, submittals, maintenance of quality standards, pending changes and substitutions, and other items affecting progress of the work.

PART 2 - PRODUCTS

(NOT APPLICABLE)

PART 3 - EXECUTION

(NOT APPLICABLE)

END OF SECTION 01005

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

1.2 SUMMARY

A. Work Covered By Contract Documents

1. Project Description:

The Work consists of labor and material necessary for the demolition, design and installation of 14 metal stairs at Redding Gardens a development of the Sanford Housing Authority (SHA). The project proposal will provide the required specifications that would normally be included sections 2 thru 16.

2. Location: Sanford Housing Authority (SHA)
 94 Castle Brewer Court
 Sanford, Florida 32771
 Contact: Angel I. Tua, Executive Director
 Phone:

3. Contractor's Duties:

- a. Comply with listed codes, Project Manual and provide and pay for:
1. Labor, Materials, Equipment and Installation of items described above.
 2. Tools, Construction Equipment.
 3. Protection of Existing Work.

1.3 CONTRACTS

- A. The work will be constructed under a lump sum contract.

1.4 WORK SEQUENCE

- A. Construct work in phases to accommodate the Owner's use of the premises during the construction period; coordinate the construction schedule and operations with the Owner's Representative.
- B. Construct the work in phases to provide for public convenience. Do not close off public use of facilities until completion of one stage of construction will provide alternative usage.
- C. A progress schedule shall be made to include:
1. A start date.
 2. A reasonable progression of work.
 - i. A start and finish date for construction materials and components listed in Divisions 2 thru 16:

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

1.5 OWNER'S ACCESS TO THE WORK

- A. The Owner and Architect/Consultants reserves access to the work for observation during construction of the work.

1.6 OWNER FURNISHED ITEMS

- A. As delineated herein.

1.7 CONTRACTOR USE OF PREMISES

- A. Contractor shall limit his use of the premises for work and for storage, to allow for: Owner occupancy, public use.
- B. Coordinate use of premises under direction of Architect and Owner's Representative.
- C. Assume full responsibility for the protection and safekeeping of products under this contract, stored on the site.
- D. Move any stored products, under Contractor's control, which interfere with operations of the Owner or separate contractor.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.

1.8 OWNER OCCUPANCY

- A. Owner will occupy the premises during the entire period of construction for the conduct of his normal operations. Cooperate with Owner's Representative in all construction operations to minimize conflict and to facilitate Owner usage.
- B. Contractor shall at all times conduct his operations as to insure the least inconvenience to the administration Sanford Housing Authority.

1.9 JOB CONDITIONS

- A. Existing Conditions
 - 1. This project involves the demolition, design and installation of 14 metal stairs. The Contractor shall verify all existing effected conditions: dimensions, deterioration and alignment; soundness of perimeter conditions, and other visible conditions prior to bidding.
 - 2. Conflicts and/or problems shall be reported to SHA ten (10) days prior to bidding for resolution. Failure to report these conflicts places the responsibility on the Contractor to complete the work in accordance with the documents at no additional cost to the Owner.
- D. Coordination: Coordinate work of this section with interfacing and adjoining work for proper sequencing of each installation.

PART 2 - PRODUCTS

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

(NOT USED)

PART 3 - EXECUTION

(NOT USED)

END OF SECTION 01010

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Shop Drawings

1. Submit all shop drawings, product data and samples required in the Technical Sections in accordance with the requirements of this Section and the General and Supplementary Conditions.
2. Definitions:
 - a. Shop Drawings: Drawings, diagrams, schedules, and other data specially prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work.
 - b. Product (Catalog) Data: Standard illustrations, schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the work.
 - c. Samples: Physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and establish standards by which the work will be judged.
3. SHA Review: Corrections or comments made on shop drawings during review do not relieve the Contractor from compliance with the requirements of the Drawings and Specifications. This check is only for review of general conformance with the design concept of the project and general compliance with information given in Contract Documents. Shop drawings are not Contract Documents. The Contractor is responsible for confirming and correlating all guarantees, dimensions, selecting fabricating process and techniques of construction, furnishing specified finishes, and performing his work in a safe manner. If comment/changes are made on the SHA's review which, in the Contractor's opinion, materially change the contract scope, time

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

and/or cost, the Contractor shall so notify SHA in writing within seven (7) calendar days after receipt of the submittal clearly identifying the change and all costs incurred as a result of the change.

4. In addition to shop drawings, product data and samples, the procedures stated in this Section also apply to submittal of other items required in the various Technical Sections including certifications, warranties, guarantees, test data and reports, operating and, maintenance manuals and parts lists.
5. Schedule of Submittals:
 - a. Submit Schedule of Submittals with the approved Progress Schedule.
 - b. Submit schedule in two copies. Schedule shall include a list of all required submittal items with approximate date the Contractor expects to make the submittal. Submittal dates shall be consistent with the Progress Schedule and appropriate time shall be allowed for review and approval.
 - c. All color samples shall be submitted to SHA within thirty (30) days after receipt of the Notice To Proceed.
6. Completeness of Submittal: Submittals must be submitted as a complete section and include all items listed in a technical specification Section 01301. Prior to submission for approval, each submittal shall be carefully checked by the Contractor for the complete and proper inclusion of all items stated in the technical provisions. Submittals which are incomplete, or which indicate no attempt at conformance with the Contract Documents shall not be submitted for review. Incomplete submittals will be returned to the Contractor without review unless the incompleteness is fully explained in the Contractor's letter of transmittal. The submittal must include sufficient detail to be readily understood, and shall be appropriately referenced to Drawing details and Specification paragraphs in the Contract Documents. See Section 01301.
 - a. No action will be taken on "rough-in" shop drawings for plumbing and electrical connections when the items of equipment are not included in the same submittal.
7. Channel of Submission: All submittals from subcontractors shall be processed through the General Contractor and submitted from the General Contractor to the SHA.
8. Identification of Submittal: Submittals, including resubmittals, shall be numbered consecutively starting with the number 1. In addition, resubmittals shall be noted "Resubmittal of Submittal No. _." Each subsequent item in Submittal No.1 shall be individually listed as Item 1A, 1B, etc. See submittal identification form Section 01301.
9. Reference to Specifications: Each submittal shall, where possible, include all items required by one and only one Section of the Specifications. The submittal shall refer to the applicable Section, e.g., "Section 05120".

**SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT**

10. Contractor's Responsibility for Coordination: Where the dimension, size, shape, location, capacity or other characteristic of an item to be provided is dependent on some characteristic of another item, and where the Contractor has selection or fabrication of the actual product to be used, the Contractor shall be responsible for coordination of the related items, and shall insure that a proper exchange of information takes place prior to or during preparation of each submittal which shall reflect such coordination. The notation "verify" on the Drawings indicates the necessity for Contractor coordination in the particular instances used.

11. Review Time:

- a. On a normal basis and if submittal is as specified, each submittal will be returned to the Contractor within fifteen (15) calendar days of the date it is received.
- b. If for any reason the above schedule cannot be met, the Contractor will be so informed, and the Schedule of Submittals revised to allow for immediate processing of priority items. In the event of separate submittals of individual components of a system, these submittals may be held until all components of the system are submitted, and the Contractor will be so notified.
- c. The Contractor will be responsible for costs incurred by Owner in reviewing resubmittals and/or variance requests.
- d. SHA will promptly, within 72 hours after the receipt of same by SHA, respond in writing to each request for information (hereinafter "RFI" delivered by the Contractor for the PROJECT to SHA; provided, however, if the preparation of a response to any RFI requires information not readily in the possession of SHA, the time for the response of the SHA to such RFI shall be extended for a reasonable additional period not to exceed five (5) calendar days, and in such event SHA shall use diligent efforts to obtain such information as soon as is reasonably possible. All RFI shall be submitted on RFI form, Section 01302.

12. Number of Copies: Each submittal shall be transmitted in the following number of copies unless otherwise indicated in the Technical Provisions. Any additional copies submitted will be discarded.

- a. In addition to quantity specified, provide one extra copy of each submittal for the Owner's use and file.

Item	Submit	Ret'd to Contr.
Shop Drawings	Three (3) opaque prints and (1) one reproducible transparency	One (1) opaque print
Product Data	3	1

**SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT**

Samples	2	1
Certifications	2	0
Warranties and Guarantees	2	0
Test Reports	3	0
Operating & Maint. Manuals	3	0

In the event submittal is returned marked "Revise and Resubmit", and there is a substantial number of discrepancies, marked "prints" will be returned to the Contractor.

13. Operating Manuals: Submit manuals in accordance with requirements of the Technical Sections involved.
14. Warranties and Guarantees: Warranties and guarantees, and bonds of similar intent shall be provided as required by the appropriate Technical Section of the Specifications. They shall be submitted on a timely basis as the work progresses.
 1. Their receipt and approval by SHA shall be considered a part of the requirement for SHA to certify substantial completion.
15. Product Data Submittals: Manufacturer's data sheets, or reproductions thereof, shall be clearly marked in black ink to indicate the specific items proposed for use in the project. Unrelated items shall be blocked out.
16. Contractor Checking: In checking submittals of subcontractors and suppliers, the Contractor shall mark all sets, indicating his corrections and comments, in blue or green. The Contractor shall place his stamp of approval on each item submitted.
17. Transmittal Letter: Each submittal shall be accompanied by a transmittal letter which has been approved by SHA. Submit form for SHA review.
18. Submittal Requirements:
 - a. The transmittal letter shall clearly indicate the following:
 - Project name and Contractor's name
 - Name of organization originating submittal
 - Submittal identification (name and number)
 - b. Each submittal shall bear the following information:
 - Name or originating organization
 - Submittal identification (name and number)
 - Date prepared
 - The Contractor's stamp indicating review and approval

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

In addition, items resubmitted shall have the following information listed in the letter of transmittal:

Dates of previous submission

Revisions, other than those specifically requested shall be specifically noted.

19. Return of Submittals: After review, each submittal will be returned to the Contractor accompanied by a standard transmittal form. Comments will be marked red and each item (or sheet) will be stamped and marked to indicate one of the following:
- a. Reviewed as Noted: The SHA found no discrepancies or the Contractor is required to comply with notations marked on submittal for minor corrections.
 - b. Revise and Resubmit: The submittal does not meet the requirements of the Contract Documents. The Contractor shall restudy the requirements and prepare a new submittal which meets these requirements.
20. Schedule of Submittal List: List all items required for submittal. Submit list seven (7) days after notice to proceed. In the event the Technical Provisions include items not covered in the list, the requirements of the Technical Provisions shall govern. Submittal data may be required on any item even though submittal requirements are not given in the Specifications.

PART 2 - PRODUCTS

(NOT APPLICABLE)

PART 3 - EXECUTION

(NOT APPLICABLE)

END OF SECTION 01300

SECTION 01350 - CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. HUD Form 5372 is required. SEE (APPENDIX A)

END OF SECTION 01350

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

SECTION 01400 - QUALITY CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Quality assurance and control of installation
 - 2. References
 - 3. Field samples
 - 4. Mock-up
 - 5. Inspection and testing laboratory services
 - 6. Manufacturers' field services and reports
- B. Related Sections:
 - 1. Section 01300 - Submittals.
 - 2. Section 01600 - Material and Equipment.

1.3 QUALITY ASSURANCE/CONTROL OF INSTALLATION:

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions and workmanship to produce work of specified quality.
- B. Comply fully with manufacturer's instructions, including each step in sequence.
- C. Should manufacturer's instructions conflict with Contract Documents, request clarification from SHA before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality. All subcontractors shall be capable of being bonded.
- F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.4 REFERENCES AND INDUSTRY STANDARDS:

- A. Conform to reference standard by date of issue current on date specified in product Sections. If not specified, comply with the latest edition prior to contract document date.

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

- B. Obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, and request clarification from SHA before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.5 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications Sections for review.
- B. Acceptable samples represent a quality level for the Work.
- C. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by SHA.

1.6 MOCK-UP

- A. Test will be performed under provisions identified in this Section.
- B. Assemble and erect specified items, with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Where mock-up is specified in individual Sections to be removed, clear area after mockup has been accepted by SHA.

1.7 INSPECTION AND TESTING LABORATORY SERVICES

- A. The Owner shall employ and pay for the services of an Independent Testing Laboratory to perform certain tests of materials, equipment and systems required as part of the Contract.
 - 1. Where tests are required by the technical specifications for materials, methods or equipment, the Contractor shall pay the cost of initial tests to provide qualities and determine conformance with specification requirements, e.g., mill tests on cement and steel; load testing of piling; sieve analysis and colorimetric tests on sand; strength tests for determining proportions of materials or concrete, moisture content and sound transmission tests of concrete blocks, etc.
 - 2. If substitute materials or equipment are proposed by the Contractor, and issued by the SHA during the bidding period by addenda, the Contractor shall pay the cost of all tests which may be necessary to satisfy SHA that specification requirements are met.
 - 3. If materials or workmanship are used which fail to meet specification requirements the Contractor shall pay the cost of all coring or other tests deemed necessary by the SHA to determine the safety or suitability of the

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

material or element.

4. The Contractor shall pay for all testing costs, including but not limited to fuel and equipment and systems for proper operation such as plumbing, site utilities, heating ventilation, air conditioning, electrical, elevator, dumbwaiters and conveyors and so forth.
 5. The Contractor shall pay for all manufacturer's field observations and reports where indicated and/or as required by contractors non-compliance with manufacturers written instructions and/or contract documents
 6. Owner will pay for building permits, other permits and governmental fees. Contractor shall pay for inspections and testing by governmental agencies.
- B. The Owner may employ and pay for the services of an Independent Testing Laboratory to perform other tests, except to the extent that the costs of performing such tests are otherwise chargeable to the Contractor under provisions of the Contract Documents. The Contractor shall pay for all tests that fail.
- C. Services will be performed in accordance with requirements of governing authorities and with specified standards.
- D. Reports will be submitted to SHA in duplicate giving observations and results of test, indicating compliance or non-compliance with specified standards and with Contract Documents.
- E. Contractor coordinates manufacturer's field representative's observations and shall cooperate with Testing and Laboratory personnel; furnish tools, samples of materials, design mix, equipment, storage and assistance as required.
1. Notify SHA and Testing Laboratory twenty-four (24) hours prior to expected time for operations requiring testing services.
 2. Make arrangements with Testing Laboratory and pay for additional samples and tests for Contractor's convenience.

PART 2 – PRODUCTS
(NOT USED)

PART 3 - EXECUTION
(NOT USED)

END OF SECTION 01400

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

SECTION 01421 - REFERENCE STANDARDS AND DEFINITIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

- A. General: Basic contract definitions are included in the Conditions of the Contract.
- B. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on the Drawings; or to other paragraphs or schedules in the Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference. Location is not limited.
- C. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by SHA, requested by SHA, and similar phrases.
- D. "Approved": The term "approved," when used in conjunction with SHA's action on the Contractor's submittals, applications, and requests, is limited to SHA's duties and responsibilities as stated in the Conditions of the Contract.
- E. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that controls performance of the Work.
- F. "Furnish": The term "furnish" means to supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": The term "install" describes operations at the Project site including the actual unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": The term "provide" means to furnish and install, complete and ready for the intended use.
- I. "Installer": An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

1. The term "experienced," when used with the term "installer," means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.
 2. Trades: Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.
 3. Assigning Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Contractor has no option. However, the ultimate responsibility for fulfilling contract requirements remains with the Contractor.
 - a. This requirement shall not be interpreted to conflict with enforcing building codes and similar regulations governing the Work. It is also not intended to interfere with local trade-union jurisdictional settlements and similar conventions.
- J. "Project site" is the space available to the Contractor for performing construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project site is shown on the Drawings and mayor may not be identical with the description of the land on which the Project is to be built.
- K. "Testing Agencies": A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, or to report on and, if required, to interpret results of those inspections or tests.

1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION

A. Specification Format: These Specifications are organized into Divisions and Sections based on the 16-division format and CSIICSC's "MasterFormat" numbering system.

B. Specification Content: These Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be interpolated, as the sense requires. Singular words shall be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
2. Imperative mood and streamlined language are generally used in the

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.

- a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.4 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with the standards latest edition in effect as of the date of the Contract Documents.
- C. Conflicting Requirements: Where compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different but apparently equal to SHA for a decision before proceeding.
 1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to SHA for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on the Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 1. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source and make them available on request.
- E. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-generating organization, authorities having jurisdiction, or other entity applicable to the context of the text provision. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books' "National Trade & Professional Associations of the U.S.," which are available in most libraries.

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

1.5 GOVERNING REGULATIONS AND AUTHORITIES

- A. Copies of Regulations: Obtain copies of regulations as required and retain at the Project site to be available for reference by parties who have a reasonable need.

1.6 SUBMITTALS

- A. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION 01421

SECTION 01600 - MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Products
 - 2. Transportation and handling
 - 3. Storage and protection
 - 4. Product options
 - 5. Substitutions
- B. Related Sections:
 - 1. Section 01400 - Quality Control

1.3 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. All products shall be new unless noted otherwise.

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer, for similar components. All products installed shall be compatible with existing components and systems as necessary.

1.4 TRANSPORTATION AND HANDLING:

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.5 STORAGE AND PROTECTION:

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, placed on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protections.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surface in a well-drained area. Prevent mixing with foreign matter.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

1.6 SUBSTITUTIONS

- A. Instructions to Bidders specify time restrictions for submitting requests for Substitutions during the bidding period to requirements specified in this Section. Use Substitution request form in Section 00440.
- B. No substitution will be considered prior to receipt of Bids unless written request approval has been received by SHA at least ten (10) calendar days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed

**SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT**

substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the submitter. The SHA's review of a proposed substitution shall not relieve the Contractor from his responsibility to insure substitutes are compatible with the specified products.

- C. If SHA accepts any proposed substitution prior to receipt of Bids, such review will be set forth in an Addendum. Bidders shall not rely upon reviews made in any other manner.
- D. No substitutions will be considered after the Contract award unless the specified products are not available or as otherwise specifically provided in the Contract Documents.

PART 2 - PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION 01600

SECTION 01700 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Closeout procedures
 - 2. Final cleaning
 - 3. Adjusting
 - 4. Project record documents
 - 5. Operation and maintenance data
 - 6. Warranties
 - 7. Spare parts and maintenance materials
- B. Related Sections:
 - 1. Section 01005 - Administrative Provisions
 - 2. Section 1710 - Final Cleaning
 - 3. Section 1720 - Project Record Documents

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

- 4. Section 1730 - Operation And Maintenance Data
- 5. Section 1740 – Warranties

1.3 CLOSEOUT PROCEDURES:

- A. When Contractor is substantially complete, the Contractor shall 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 SHA's review/observation. A list of any outstanding incomplete work, submittals, etc. required at this time shall be included with contractor's certification. If upon SHAs observation, the project is declared not substantially complete, the cost of a deductive change order shall be issued deducting from Contractors payment, SHA's time, Consultants time, etc. for SHA/Consultant review.
- B. Comply with procedures stated in General Conditions of the Contract for issuance of Certificate of Substantial Completion.
- C. In addition to submittals required by the conditions of the Contract, provide submittals required by governing authorities, and submit a final statement of account giving total adjusted Contract Sum, previous payments, and sum remaining due.
- D. SHA will issue a final change order reflecting approved adjustments to Contract Sum not previously made by Change Order.
- E. Substantial completion will not be granted until ALL clearances are granted by the jurisdictional respective authorities.

1.4 FINAL CLEANING:

- A. Execute final cleaning prior to final inspection.
- B. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surface, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to a sanitary condition.
- D. Replace filters and strainers of all mechanical equipment and systems.
- E. Clean site; sweep paved areas, rake clean landscaped surfaces.
- F. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.5 ADJUSTING:

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

1.6 PROJECT RECORD DOCUMENTS:

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

- 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. Submit in compliance with Section 1720.

1.7 OPERATIONS AND MAINTENANCE DATA:

- A. Submit two (2) draft sets prior to substantial completion, bound in 8-1/2 x 11 inch text pages, three D side ring capacity expansion binders with durable covers.
- B. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS" with name and title of project.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Submit in conformance with Section 1730 - Operation and Maintenance Data.

1.8 WARRANTIES:

- A. Provide duplicate, notarized copies. Execute Contractor's submittals and assemble documents executed by subcontractors, suppliers and manufacturers. Provide table of contents and assemble in binder with durable plastic cover.
- B. Submit warranties prior to substantial completion and final application of payment. Equipment put into use during the contract, phased projects the warranties shall extend to the completion of the last phase and remain in effect as specified.
- C. Submit in compliance with Section 1740 - Warranties.

1.9 SPARE PARTS AND MAINTENANCE MATERIALS:

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Deliver to project site. Obtain receipt from delivery and forward to SHA.

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

(NOT USED)

END OF SECTION 01700

SECTION 01710 - FINAL CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for final cleaning at Substantial Completion.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Contract Closeout" specifies general contract closeout requirements. 2. Special cleaning requirements for specific construction elements are included in appropriate Sections of Divisions 2 through 16.
- C. Environmental Requirements: Conduct cleaning and waste-disposal operations in compliance with local laws and ordinances. Comply fully with federal and local environmental and antipollution regulations.
 - 1. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains.
 - 2. Burning or burying of debris, rubbish, or other waste material on the premises is not permitted.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by the manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final-cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

- B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.
 - 1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and foreign substances.
 - 2. Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - 3. Remove petrochemical spills, stains, and other foreign deposits.
 - 4. Remove tools, construction equipment, machinery, and surplus material from the site. 4. 5. Remove any debris, obstacles to provide safe access to the building.
 - 5. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - 6. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - 7. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 8. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - 9. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - 10. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - 11. Clean ducts, blowers, and coils if units were operated without filters during construction. 17. Clean food-service equipment to a sanitary condition, ready and acceptable for its intended use.
 - 18. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs and defective and noisy starters in fluorescent and mercury vapor fixtures.
 - 19. Leave the Project clean and ready for occupancy.

- B. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests. Comply with regulations of local authorities. “Not Applicable for Stair Replacement Work”

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

- C. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.
- D. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully.
 - 1. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.

END OF SECTION 01710

SECTION 01720 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents.
- B. Project Record Documents required include the following:
 - 1. Marked-up copies of Contract Drawings.
 - 2. Marked-up copies of Shop Drawings.
 - 3. Newly prepared drawings (per General Conditions).
 - 4. Marked-up copies of Specifications, addenda, and Change Orders.
 - 5. Marked-up Product Data submittals.
 - 6. Record Samples.
 - 7. Field records for variable and concealed conditions.
 - 8. Record information on Work that is recorded only schematically.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. General Conditions of the Contract.
 - 2. Division 1 Section "Submittals" specifies general requirements for preparing and submitting Project Record Documents.
 - 3. Division 1 Section "Contract Closeout" specifies general closeout requirements.
 - 4. Divisions 2 through 16 Sections for specifying Project Record Document requirements for specific pieces of equipment or building operating systems.

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

- D. Maintenance of Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition. Make documents and Samples available at all times for SHA's review.

1.3 RECORD DRAWINGS

- A. Markup Procedure: During construction, maintain a set of blue- or black-line white prints of Contract Drawings and Shop Drawings for Project Record Document purposes.
1. Mark these Drawings to show the actual installation where the installation varies from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include, but are not limited to, the following:
 - a. Dimensional changes to the Drawings.
 - b. Revisions to details shown on the Drawings.
 - c. Depths of foundations below the first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by change order or Construction Change Directive.
 - k. Changes made following the SHA's written orders.
 - l. Details not on original Contract Drawings.
 2. Mark record prints of Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.
 3. Mark record sets with red erasable colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 4. Mark important additional information that was either shown schematically or omitted from original Drawings.
 5. Note Construction Change Directive numbers, alternate numbers, change-order numbers, and similar identification.
- B. Responsibility for Markup: The individual or entity, who obtained record data, whether the individual or entity is the Installer, subcontractor, or similar entity, shall prepare the markup on record drawings.
1. Accurately record information in an understandable drawing technique.
 2. Record data as soon as possible after obtaining it. Record and check the markup prior to enclosing concealed installations.

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

3. At time of Substantial Completion, submit record drawings to SHA for the Owner's records. Organize into sets and bind and label sets for the Owner's continued use.
- C. Preparation of Transparencies: Immediately prior to Certification of Substantial Completion, review completed marked-up record drawings with SHA. Prepare a full set of corrected transparencies of Contract Drawings and Shop Drawings per General Conditions.
1. Incorporate changes and additional information previously marked on print sets. Erase, redraw, and add details and notations where applicable. Identify and date each drawing; include the printed designation "PROJECT RECORD DRAWINGS" in a prominent location on each drawing.
 2. Refer instances of uncertainty to SHA for resolution.
 3. The Contractor is responsible for one set of transparencies of original Contract Drawings for use in recording changes, additional information, and for printing original Contract Drawings and other drawings as required to produce transparencies. SHA will make original Contract Drawings available to the Contractor's print shop.
 4. Review of Transparencies: Before copying and distributing, submit corrected transparencies and the original marked-up prints to SHA for review.
 - a. If acceptable, SHA will return transparencies and the original marked-up prints to the Contractor for organizing into sets, printing, binding, and final submittal.
- D. Copies and Distribution: After completing the preparation of transparency record drawings, print 3 blue- or black-line prints of each drawing, whether or not changes and additional information were recorded. Organize the copies into manageable sets. Bind each set with durable-paper cover sheets. Include appropriate identification, including titles, dates, and other information on the cover sheets.
1. Organize and bind original marked-up set of prints that were maintained during the construction period in the same manner.
 2. Organize record transparencies into sets matching the print sets. Place these sets in durable tube-type drawing containers with end caps. Mark the end cap of each container with suitable identification.
 3. Submit the marked-up record set, transparencies, and 3 copy sets to SHA for the Owner's records.

1.4 RECORD SPECIFICATIONS

- A. During the construction period, maintain 3 copies of the Project Specifications, including addenda and modifications issued, for Project Record Document purposes.
1. Mark the Specifications to indicate the actual installation where the installation varies from that indicated in Specifications and modifications issued. Note related project record drawing information, where applicable.

SANFORD HOUSING AUTHORITY STAIR REPLACEMENT

Give particular attention to substitutions, selection of product options, and information on concealed installations that would be difficult to identify or measure and record later.

- a. In each Specification Section where products, materials, or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.
 - b. Record the name of the manufacturer, supplier, installer, and other information necessary to provide a record of selections made and to document coordination with record Product Data submittals and maintenance manuals.
 - b. Note related record Product Data, where applicable. For each principal product specified, indicate whether record Product Data has been submitted in maintenance manual instead of submitted as record Product Data.
2. Upon completion of markup, submit record Specifications to SHA for the Owner's records.

1.5 RECORD PRODUCT DATA

A. During the construction period, maintain two copies of each Product Data submittal for Project Record Document purposes prior to Substantial Completion, submit in heavy-duty, 3-ring vinyl covered binders.

1. Mark Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Product Data submitted. Include significant changes in the product delivered to the site and changes in manufacturer's instructions and recommendations for installation.
2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
3. Note related Change Orders and markup of record Drawings, where applicable.
4. Upon completion of markup, submit a complete set of record Product Data to SHA for the Owner's records.
5. Where record Product Data is required as part of maintenance manuals, submit marked up Product Data as an insert in the manual instead of submittal as record Product Data.

1.6 RECORD SAMPLE SUBMITTAL

- A. Immediately prior to date of Substantial Completion meet with SHA and the Owner's personnel at the site to determine which of the Samples maintained during the construction period shall be transmitted to the Owner for record purposes. Comply with SHA's instructions for packaging, identification marking, and delivery to the Owner's Sample storage space. Dispose of other Samples in a manner specified for disposing surplus and waste materials.

1.7 MAINTENANCE MANUAL SUBMITTAL

- A. When each construction activity that requires submittal of maintenance manuals is nominally complete, but before Substantial Completion, submit maintenance

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

manuals specified.

1. Organize operation and maintenance manuals into suitable sets of manageable size.
2. Bind data into individual binders for each manual, properly identified on front and spine. For large manuals, provide an index sheet and thumb tabs for separate information categories.
3. Provide heavy-duty, 3-ring, vinyl-covered binders, 1 to 2 inch thick as required to contain information, sized for 8-1/2-by-11-inch paper with inside pockets or pocket folders for folded sheets.
4. In each maintenance manual, include information specified in individual Specification Sections and the following:
 - a. Installer/Contractor; Name, Address and Phone/Fax Numbers.
 - b. Emergency instructions.
 - c. Spare parts list.
 - d. Copies of specific warranties.
 - e. Wiring diagrams.
 - f. Recommended maintenance procedures and turn-around times.
 - g. Inspection and system-test procedures.
 - h. Copies of applicable Shop Drawings and Product Data.
 - i. Listing of required maintenance materials and services.
 - j. Names and addresses of sources of maintenance materials.
 - k. Maintenance drawings and diagrams.
 - l. Precautions against improper maintenance and exposure.

1.8 MISCELLANEOUS RECORD SUBMITTALS

- A. Refer to other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place two (2) copys in good order, properly identified and bound in heavy-duty, 3-ring, vinyl-covered binders, 1 to 2 inch thick as required to contain information, sized for 8-1/2-by-11-inch paper with inside pockets or pocket folders for folded sheets.. Submit to the SHA for the Owner's records.
 1. Categories of requirements resulting in miscellaneous records include, but are not limited to, the following:
 - a. Change Orders
 - b. Substitution Requests
 - c. Request for Information (RFI)
 - d. Construction Change Directive
 - e. SHA Supplemental Instructions
 - f. SHA Field Reports
 - g. Substantial Completion Report
 - h. Final Observation Report
 - i. Field records on excavations and foundations.
 - j. Field records on underground construction and similar work.
 - k. As-built survey showing locations and elevations of underground lines and establishing building lines and levels.

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

- l. Invert elevations of drainage piping.
- m. Establishing building lines and levels and invert elevations of drainage piping.
- n. Authorized measurements utilizing unit prices or allowances.
- o. Records of plant treatment.
- p. Ambient and substrate condition tests.
- q. Certifications received in lieu of labels on bulk products.
- r. Batch mixing and bulk delivery records.
- s. Testing and qualification of tradesmen.
- t. Documented qualification of installation firms.
- u. Load and performance testing.
- v. Inspections and certifications by governing authorities.
- w. Leakage and water-penetration tests.
- x. Fire-resistance and flame-spread test results.
- y. Warranties.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 RECORDING

- A. Post changes and modifications to the Documents as they occur. Do not wait until the end of the Project.

END OF SECTION 01720

SECTION 01730 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for operation and maintenance manuals, including the following:
 - 1. Preparing and submitting operation and maintenance manuals for building operating systems and equipment.
 - 2. Preparing and submitting instruction manuals covering the care, preservation, and maintenance of architectural products and finishes.
 - 3. Instruction of the Owner's operating personnel in the operation and maintenance of building systems and equipment.
- B. Related Sections: The following Sections contain requirements that relate to this Section:

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

1. Division 1 Section "Submittals" specifies preparation of Shop Drawings and Product Data.
2. Division 1 Section "Contract Closeout" specifies general closeout requirements.
3. Division 1 Section "Product Record Documents" specifies general requirements for submitting project record documents.
4. Appropriate Sections of Divisions 2 through 16 specify special operation and maintenance data requirements for specific pieces of equipment or building operating systems. .

1.3 QUALITY ASSURANCE

- A. Maintenance Manual Preparation: In preparation of maintenance manuals, use personnel thoroughly trained and experienced in operation and maintenance of equipment or system involved.
 1. Where maintenance manuals require written instructions, use personnel skilled in technical writing where necessary for communication of essential data.
 2. Where maintenance manuals require drawings or diagrams, use draftsmen capable of preparing drawings clearly in an understandable format.
- B. Instructions for the Owner's Personnel: Use experienced instructors thoroughly trained and experienced in operation and maintenance of equipment or system involved to instruct the Owner's operation and maintenance personnel.

1.4 SUBMITTALS

- A. Submittal Schedule: Comply with the following schedule for submitting operation and maintenance manuals:
 1. Before Substantial Completion, when each installation that requires operation and maintenance manuals is nominally complete, submit 2 draft copies of each manual to the SHA for review. Include a complete index or table of contents of each manual.
 - a. The SHA will return 1 copy of the draft with comments within 15 days of receipt.
 2. Submit 1 copy of data in final form at least 15 days before final inspection. The SHA will return this copy within 15 days after final inspection, with comments.
 3. After final inspection, make corrections or modifications to comply with the SHA's comments. Submit the specified number of copies of each approved manual to the SHA within 15 days of receipt of the SHA's comments.

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

- B. Form of Submittal: Prepare operation and maintenance manuals in the form of an instructional manual for use by the Owner's operating personnel. Organize into suitable sets of manageable size. Where possible, assemble instructions for similar equipment into a single binder.
1. Binders: For each manual, provide heavy-duty, commercial-quality, 3-ring, vinyl covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to receive 8-1/2-by-11- inch paper. Provide a clear plastic sleeve on the spine to hold labels describing contents. Provide pockets in the covers to receive folded sheets.
 - a. Where 2 or more binders are necessary to accommodate data, correlate data in each binder into related groupings according to the Project Manual table of contents. Cross-reference other binders where necessary to provide essential information for proper operation or maintenance of the piece of equipment or system.
 - b. Identify each binder on front and spine, with the printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter covered. Indicate volume number for multiple volume sets of manuals.
 2. Dividers: Provide heavy paper dividers with celluloid-covered tabs for each separate Section. Mark each tab to indicate contents. Provide a typed description of the product and major parts of equipment included in the Section on each divider.
 3. Protective Plastic Jackets: Provide protective, transparent, plastic jackets designed to enclose diagnostic software for computerized electronic equipment.
 4. Text Material: Where maintenance manuals require written material, use the manufacturer's standard printed material. If manufacturer's standard printed material is not available, provide specially prepared data, neatly typewritten, on 8-1/2-by-11-inch, 20-lb/sq. ft. white bond paper.
 5. Drawings: Where maintenance manuals require drawings or diagrams, provide reinforced, punched binder tabs on drawings and bind in with text.
 - a. Where oversize drawings are necessary, fold drawings to the same size as, text pages and use as a foldout.
 - b. If drawings are too large to be used practically as a foldout, place the drawing, neatly folded, in front or rear pocket of binder. Insert a typewritten page indicating drawing title, description of contents, and drawing location at the appropriate location in the manual.

1.5 MANUAL CONTENT

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

- A. In each manual include information specified in the individual Specification Section and the following information for each major component of building equipment and its controls:
1. General system or equipment description.
 2. Design factors and assumptions.
 3. Copies of applicable Shop Drawings and Product Data.
 4. System or equipment identification, including:
 - a. Name of manufacturer.
 - b. Model number.
 - c. Serial number of each component.
 5. Operating instructions.
 6. Emergency instructions.
 7. Wiring diagrams.
 8. Inspection and test procedures.
 9. Maintenance procedures and schedules.
 10. Precautions against improper use and maintenance.
 11. Copies of warranties.
 12. Repair instructions including spare parts listing.
 13. Sources of required maintenance materials and related services.
 14. Manual index.
- B. Organize each manual into separate Sections for each piece of related equipment. As a minimum, each manual shall contain a title page; a table of contents; copies of Product Data, supplemented by Drawings and written text; and copies of each warranty, bond, and service contract issued.
1. Title Page: Provide a title page in a transparent, plastic envelope as the first sheet of each manual. Provide the following information:
 - a. Subject matter covered by the manual.
 - b. Name and address of the Project.
 - c. Date of submittal.
 - d. Name, address, and telephone number of the Contractor.
 - e. Cross-reference to related systems in other operation and maintenance manuals.
 2. Table of Contents: After title page, include a typewritten table of contents for each volume, arranged systematically according to the Project Manual format. Include a list of each product included, identified by product name or other appropriate identifying symbol and indexed to the content of the volume.
 - b. Where a system requires more than one volume to accommodate data, provide a comprehensive table of contents for all volumes in each volume of the set.
 3. General Information: Provide a general information Section immediately following table of contents, listing each product included in the manual, identified by product name. Under each product, list the name, address, and telephone number of the subcontractor or Installer and the maintenance

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

contractor. Clearly delineate the extent of responsibility of each of these entities. Include a local source for replacement parts and equipment.

4. **Product Data:** Where the manuals include manufacturer's standard printed data, include only sheets that are pertinent to the part or product installed. Mark each sheet to identify each part or product included in the installation. Where the Project includes more than one item in a tabular format, identify each item, using appropriate references from the Contract Documents. Identify data that is applicable to the installation, and delete references to information that is not applicable.
5. **Written Text:** Prepare written text to provide necessary information where manufacturer's standard printed data is not available, and the information is necessary for proper operation and maintenance of equipment or systems. Prepare written text where it is necessary to provide additional information or to supplement data included in the manual. Organize text in a consistent format under separate headings for different procedures. Where necessary, provide a logical sequence of instruction for each operation or maintenance procedure.
6. **Drawings:** Provide specially prepared drawings where necessary to supplement manufacturer's printed data to illustrate the relationship of component parts of equipment or systems or to provide control or flow diagrams. Coordinate these drawings with information contained in project record drawings to assure correct illustration of the completed installation.
 - a. Do not use original project record documents as part of operation and maintenance manuals.
7. **Warranties, Bonds, and Service Contracts:** Provide a copy of each warranty, bond, or service contract in the appropriate manual for the information of the Owner's operating personnel. Provide written data outlining procedures to follow in the event of product failure. List circumstances and conditions that would affect validity of warranty or bond.

1.6 MATERIAL AND FINISHES MAINTENANCE MANUAL

- A. Submit 3 copies of each manual, in final form, on material and finishes to the SHA for distribution. Provide one section for architectural products, including applied materials and finishes. Provide a second section for products designed for moisture protection and products exposed to the weather.
 1. Refer to individual Specification Sections for additional requirements on care and maintenance of materials and finishes.
- B. **Architectural Products:** Provide manufacturer's data and instructions on care and maintenance of architectural products, including applied materials and finishes.
 1. **Manufacturer's Data:** Provide complete information on architectural products, including the following, as applicable:

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

- a. Manufacturer's catalog number.
 - b. Size.
 - c. Material composition.
 - d. Color.
 - e. Texture.
 - f. Reordering information for specially manufactured products.
2. Care and Maintenance Instructions: Provide information on care and maintenance, including manufacturer's recommendations for types of cleaning agents to be used and methods of cleaning. Provide information on cleaning agents and methods that could prove detrimental to the product. Include manufacturer's recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Products Exposed to the Weather: Provide complete manufacturer's data with instructions on inspection, maintenance, and repair of products exposed to the weather or designed for moisture-protection purposes.
1. Manufacturer's Data: Provide manufacturer's data giving detailed information, including the following, as applicable:
 - a. Applicable standards.
 - b. Chemical composition.
 - c. Installation details.
 - d. Inspection procedures.
 - e. Maintenance information.
 - f. Repair procedures.
- D. Schedule: Provide complete information in the materials and finishes manual on products as specified in the technical divisions (2-14) of these specifications. Submit schedule for SHA's review.

1.7 EQUIPMENT AND SYSTEMS MAINTENANCE MANUAL

- A. Submit 6 copies of each manual, in final form, on equipment and systems to the SHA for distribution. Provide separate manuals for each unit of equipment, each operating system, and each electric and electronic system.
 1. Refer to individual Specification Sections for additional requirements on operation and maintenance of the various pieces of equipment and operating systems.
- B. Equipment and Systems: Provide the following information for each piece of equipment, each building operating system, and each electric or electronic system.
 1. Description: Provide a complete description of each unit and related component parts, including the following:

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

- a. Equipment or system function.
 - b. Operating characteristics.
 - c. Limiting conditions.
 - d. Performance curves.
 - e. Engineering data and tests.
 - f. Complete nomenclature and number of replacement parts.
2. Manufacturer's Information: For each manufacturer of a component part or piece of equipment, provide the following:
- a. Printed operation and maintenance instructions.
 - b. Assembly drawings and diagrams required for maintenance.
 - c. List of items recommended to be stocked as spare parts.
3. Maintenance Procedures: Provide information detailing essential maintenance procedures, including the following:
- a. Routine operations.
 - b. Troubleshooting guide.
 - c. Disassembly, repair, and reassembly.
 - d. Alignment, adjusting, and checking.
4. Operating Procedures: Provide information on equipment and system operating procedures, including the following:
- a. Startup procedures.
 - b. Equipment or system break-in.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Instructions on stopping.
 - f. Shutdown and emergency instructions.
 - g. Summer and winter operating instructions.
 - h. Required sequences for electric or electronic systems.
 - i. Special operating instructions.
5. Servicing Schedule: Provide a schedule of routine servicing and lubrication requirements, including a list of required lubricants for equipment with moving parts.
6. Controls: Provide a description of the sequence of operation and as-installed control diagrams by the control manufacturer for systems requiring controls.
7. Coordination Drawings: Provide each Contractor's Coordination Drawings.
- a. Provide as-installed, color-coded, piping diagrams, where required for identification.
8. Valve Tags: Provide charts of valve-tag numbers, with the location and function of each valve.
9. Circuit Directories: For electric and electronic systems, provide complete

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

 circuit directories of panel boards, including the following:

- a. Electric service.
 - b. Controls.
 - c. Communication.
- C. Schedule: Provide complete information in the equipment and systems manual on products specified in the technical divisions (15-16) of these specifications. Submit schedule for SHA's review.

1.8 INSTRUCTIONS FOR THE OWNER'S PERSONNEL

- A. Prior to final inspection, instruct the Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Provide instruction at mutually agreed upon times.
 - 1. For equipment that requires seasonal operation, provide similar instruction during other seasons.
 - 2. Use operation and maintenance manuals for each piece of equipment or system as the basis of instruction. Review contents in detail to explain all aspects of operation and maintenance.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01730

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

SECTION 01740 - WARRANTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers standard warranties on products and special warranties.

- 1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.

- B. Related Sections: The following Sections contain requirements that relate to this Section:

- 1. Division 1 Section "Submittals" specifies procedures for submitting warranties.
 - 2. Division 1 Section "Contract Closeout" specifies contract closeout procedures.
 - 3. Division 1 Section "Project Record Documents" specifies procedures for submitting final warranties.
 - 4. Divisions 2 through 16 Sections for specific requirements for warranties on products and installations specified to be warranted.
 - 5. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.3 DEFINITIONS

- A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

- A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS

- A. Submit Schedule of Warranties and written warranties to SHA prior to the date certified for Substantial Completion. If SHA's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of SHA.
 - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the SHA within 15 days of completion of that designated portion of the Work.
- B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through SHA, for approval prior to final execution.

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

- C. Forms for special warranties are included at the end of specific sections. Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Submit a draft to the Owner, through SHA, for approval prior to final execution.
 - 1. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- D. Form of Submittal: At Final Completion compile 2 notarized copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- E. Bind warranties bonds, etc, and include in miscellaneous project record document heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.
 - 2. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 LIST OF WARRANTIES

- A. Schedule: Provide warranties on products and installations as specified in specification divisions 1-16.

END OF SECTION 01740

SECTION 02070 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section requires the selective removal and subsequent offsite disposal

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

1. Metal Stairs, concrete etc. associated with removal and replacement of stairs.

1.3 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Schedule indicating proposed sequence of operations for selective demolition work to Owner's Representative for review prior to start of work. Include coordination for shutoff, capping, and continuation of utility services as required, together with details for dust and noise control protection.
 2. Provide detailed sequence of demolition and removal work to ensure uninterrupted progress of Owner's on-site operations and occupancy.
 3. Coordinate with Capital Improvements Coordinator (SHA).

1.4 JOB CONDITIONS

- A. Occupancy: Owner will occupy the developments during the entire construction process which will be performed in phases. Owner will occupy portions of the building immediately adjacent to areas of selective demolition and completed phases. Conduct selective demolition work in manner that will minimize need for disruption of Owner's normal operations. Provide minimum of 72 hours advance notice to Owner of demolition activities that will affect Owner's normal operations.
- B. Existing Conditions: Contractor shall visit site to field verify all conditions relative to selective demolition. No additional costs will be paid by Owner/SHA to Contractor for any items required to be removed to accommodate new construction but not indicated on drawings. All damaged / deteriorated conditions shall be verified by SHA prior to Contractor removal.
- C. Condition of Structures: Owner assumes no responsibility for actual condition of items or structures to be demolished.
 1. Conditions existing at time of inspection for bidding purposes will be maintained by Owner insofar as practicable. However, minor variations within structure may occur by Owner's removal and salvage operations prior to start of selective demolition work.
 2. LEAD BASED PAINT: Sanford Housing Authority (SHA) shall approve all lead based paint (LBP) removal prior to any removal. Contractor shall verify with SHA existence of LBP in all areas prior to beginning any work.
- D. Partial Demolition and Removal: Items indicated to be removed but of salvageable value to Contractor may be removed from structure as work progresses. Transport salvaged items from site as they are removed.

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

1. Storage or sale of removed items on site will not be permitted.
- E. Protections: Provide temporary barricades and other forms of protection to protect Owner's personnel and general public from injury due to selective demolition work.
1. Provide protective measures as required to provide free and safe passage of Owner's personnel and general public to occupied portions of building.
 2. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished and adjacent facilities or work to remain.
 3. Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.
 4. Protect floors with suitable coverings when necessary.
 5. Construct temporary insulated dustproof partitions where required to separate areas where noisy or extensive dirt or dust operations are performed. Equip partitions with dustproof doors and security locks.
 6. Provide temporary weather protection during interval between demolition and removal of existing construction on exterior surfaces and installation of new construction to ensure that no water leakage or damage occurs to structure or interior areas of existing building.
 7. Remove protections at completion of work.
- F. Damages: Promptly repair damages caused to adjacent facilities by demolition work.
- G. Traffic: Conduct selective demolition operations and debris removal to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
1. Do not close, block, or otherwise obstruct streets, walks, or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- H. Flame Cutting: Do not use cutting torches for removal until work area is cleared of flammable materials. At concealed spaces, such as interior of ducts and pipe spaces, verify condition of hidden space before starting flame-cutting operations. Maintain portable fire suppression devices during flame-cutting operations.
- I. Utility Services: Maintain existing utilities indicated to remain in service and protect them against damage during demolition operations.
1. Do not interrupt utilities serving occupied or used facilities, except when authorized in writing by Owner. Provide temporary services during interruptions to existing utilities, as acceptable to Owner.
- J. Environmental Controls: Use water sprinkling, temporary enclosures, and other methods to limit dust and dirt migration. Comply with governing regulations pertaining to environmental protection.

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

1. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 PREPARATION

- A. General: Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of areas to be demolished and adjacent facilities to remain.
 1. Cease operations and notify Owner's Representative immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations.
 2. Cover and protect furniture, equipment, and fixtures from spoilage or damage when demolition work is performed in areas where such items have not been removed.
 3. Locate, identify, stub off, and disconnect utility services that are not indicated to remain.
 - a. Provide bypass connections as necessary to maintain continuity of service to occupied areas of building. Provide minimum of 72 hours advance notice to Owner if shutdown of service is necessary during changeover.

3.2 DEMOLITION

- A. General: Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated in Project Manual in accordance with demolition schedule and governing regulations.
 1. Cut at junctures with construction to remain using power-driven saw or hand tools; do not use power-driven impact tools.
 2. Locate demolition equipment throughout structure and promptly remove debris to avoid imposing excessive loads on supporting walls, floors, or framing.
 3. Provide services for effective air and water pollution controls as required by local authorities having jurisdiction.
- B. If unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Owner's Representative in written, accurate detail. Pending receipt of directive from Owner's Representative, rearrange selective demolition schedule as necessary to continue overall job progress without undue delay.

3.3 DISPOSAL OF DEMOLISHED MATERIALS

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

- A. Remove from building site debris, rubbish, and other materials resulting from demolition operations. Transport and legally dispose off site.
 - 1. If hazardous materials are encountered during demolition operations stop work in that area and request written instruction from Owner before proceeding. SHA to verify lead based paint (LBP) in all work areas.
 - 2. Burning of removed materials is not permitted on project site.

3.4 CLEANUP AND REPAIR

- A. General: Upon completion of demolition work, remove tools, equipment, and demolished materials from site. Remove protections and leave interior areas broom clean.
 - 1. Repair demolition performed in excess of that required. Return elements of construction and surfaces to remain to condition existing prior to start operations. Repair adjacent construction or surfaces soiled or damaged by selective demolition work. Contractor shall bear all costs for repairing damaged conditions on work damaged by Contractor.

END OF SECTION 02070

SECTION 06100 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Forming and temporary supports and structures while construction is under way.

1.3 DEFINITIONS

- A. Rough Carpentry: Carpentry work not specified in other Sections and not exposed, unless otherwise indicated.
- B. Exposed Framing: Dimension lumber not concealed by other construction.
- C. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 - 1. NELMA - Northeastern Lumber Manufacturers Association.

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

2. NLGA - National Lumber Grades Authority.
3. RIS - Redwood Inspection Service.
4. SPIB - Southern Pine Inspection Bureau.
5. WCLIB - West Coast Lumber Inspection Bureau.
6. WWPA - Western Wood Products Association.

1.4 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used, net amount of preservative retained, and chemical treatment manufacturer's written instructions for handling, storing, installing, and finishing treated material.
 2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials, both before and after exposure to elevated temperatures when tested according to ASTM D 5516 and ASTM D 5664.
 3. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
 4. Include copies of warranties from chemical treatment manufacturers for each type of treatment.
- B. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the American Lumber Standards Committee Board of Review.
- C. Research/Evaluation Reports: For the following, showing compliance with Florida Building Codes, 2001:
 1. Preservative-treated wood.
 2. Fire-retardant-treated wood.
 3. Power-driven fasteners.
 4. Powder-actuated fasteners.
 5. Expansion anchors.
 6. Metal framing anchors.

1.5 JOB CONDITIONS

- A. Existing Conditions: Contractor shall visit site to field verify all conditions relative to selective demolition. No additional costs will be paid by Owner / SHA to Contractor for any items required to be removed to accommodate new construction but not indicated on drawings. All damaged / deteriorated conditions shall be verified by SHA prior to Contractor removal.

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

1. LEAD BASED PAINT: Sanford Housing Authority (SHA) shall approve all lead based paint (LBP) removal prior to any removal. Contractor shall verify with SHA existence of LBP in all areas prior to beginning any work.

1.6 QUALITY ASSURANCE

- A. General Contractor: Rough carpentry work shall be performed by a licensed certified General Contractor licensed in the State of Florida who has been in business under the same name for five (5) years. Submit license with bid submittal.
- B. Source Limitations for Fire-Retardant-Treated Wood: Obtain each type of fire-retardant-treated wood product through one source from a single producer.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber, plywood, and other panels; place spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber. DOC PS 20 and applicable rules of lumber grading agencies certified by the American Lumber Standards Committee Board of Review.
 1. Factory mark each piece of lumber with grade stamp of grading agency.
 2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 3. Provide dressed lumber, S4S, unless otherwise indicated.
- B. Wood Structural Panels:
 1. Plywood: DOC PS 1.
 2. Thickness: As needed to comply with requirements specified but not less than thickness indicated.
 3. Comply with "Code Plus" provisions in APA Form No. E30K, "APA Design/Construction Guide: Residential & Commercial"
 4. Factory mark panels according to indicated standard.

2.2 WOOD-PRESERVATIVE- TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWPA C2 (lumber) and AWPA C9 (plywood), except that lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWPA C31 with inorganic boron (SBX).
 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and one of the following:

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

- a. Chromated copper arsenate (CCA).
 - b. Ammoniacal copper zinc arsenate (ACZA).
 - c. Ammoniacal, or amine, copper quat (ACO).
 - d. Copper bis (dimethyldithiocarbamate) (CDDC).
 - e. Ammoniacal copper citrate (CC).
 - f. Copper azole, Type A (CBA-A).
 - g. Oxine copper (copper-8-quinolinolate) in a light petroleum solvent.
- B. Kiln-dry material after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark each treated item with the treatment quality mark of an inspection agency approved by the American Lumber Standards Committee Board of Review.
- D. Application: Treat all rough carpentry, unless otherwise indicated.
1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
 3. Wood framing members fascia, trim, etc.

2.3 FIRE-RETARDANT - TREATED MATERIALS

- A. General: Where fire-retardant-treated materials are indicated, provide materials that comply with performance requirements in AWPA C20 (lumber) and AWPA C27 (plywood). Identify fireretardant-treated wood with appropriate classification marking of UL, U.S. Testing, Timber Products Inspection, or another testing and inspecting agency acceptable to authorities having jurisdiction.
1. Use treatment for which chemical manufacturer publishes physical properties of treated wood after exposure to elevated temperatures, when tested by a qualified independent testing agency according to ASTM D 5664, for lumber and ASTM D 5516, for plywood.
 2. Use treatment that does not promote corrosion of metal fasteners.
 3. Use Exterior type for exterior locations and where indicated.

2.4 DIMENSION LUMBER

- A. General: Provide dimension lumber of grades indicated according to the American Lumber Standards Committee National Grading Rule provisions of the grading agency indicated.
- B. Exterior and Non/Load-Bearing Walls, No.2 grade and the following species:
1. Southern Pine; SPIB.

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

2.5 MISCELLANEOUS LUMBER

- A. General: Provide lumber for support or attachment of other construction, including the following:
 - 1. Rooftop equipment bases and support curbs.
 - 2. Blocking.
 - 3. Cants.
 - 4. Nailers.
 - 5. Furring.
 - 6. Grounds.

- B. For items of dimension lumber size, provide No.2 grade lumber with 19 percent maximum moisture content and the following species:
 - 1. Mixed southern pine; SPIB.

- C. For concealed boards, provide lumber with 19 percent maximum moisture content and any of the following species and grades:

- D. Mixed southern pine, No.2 grade; SPIB.

- E. For furring strips for installing plywood, select boards with no knots capable of producing bent over nails and damage to paneling.

2.6 SHEATHING

- A. Plywood Roof Sheathing: Exterior sheathing.
 - 1. Span Rating: Not less than 16/0.
 - 2. Thickness: Not less than 1/2 inch.

2.7 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
 - 1. Provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

- B. Nails, Brads, and Staples: ASTM F 1667.

- C. Power-Driven Fasteners: CABO NER-272.

- D. Wood Screws: ASME B18.6.1.

- E. Screws for Fastening to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened.

- F. Lag Bolts: ASME B18.2.1.

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

- G. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.
- H. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below, with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
 - 1. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

2.8 METAL FRAMING ANCHORS

- A. General: Provide framing anchors made from metal indicated, of structural capacity, type, and size indicated, and as follows:
 - 1. Research/Evaluation Reports: Provide products acceptable to authorities having jurisdiction and for which model code research/evaluation reports exist that show compliance of metal framing anchors, for application indicated, with building code in effect for Project.
 - 2. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.
- B. Galvanized Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G90 coating designation.
- C. Rafter Tie-Downs (Hurricane Ties): Bent strap tie for fastening rafters or roof trusses to wall below, 0.062 inch thick. Tie tits over top of rafter or truss and fastens to both sides of rafter or truss, face of top plates, and side of wall below.

2.9 MISCELLANEOUS MATERIALS

- A. Building Paper: Asphalt-saturated organic felt complying with ASTM D 226, Type I (No. 15 asphalt felt), unperforated.
- B. Sill-Sealer Gaskets: Glass-fiber-resilient insulation, fabricated in strip form, for use as a sill sealer; 1-inch nominal thickness, compressible to 1/32 inch; selected from manufacturer's standard widths to suit width of sill members indicated.
- C. Adhesives for Field Gluing Panels to Framing: Formulation complying with APA AFG-01 that is approved for use with type of construction panel indicated by both adhesive and panel manufacturers.
- D. Water-Repellent Preservative: NWWDA-tested and -accepted formulation containing 3-iodo-2propynyl butyl carbamate, combined with an insecticide containing chloropyrifos as its active ingredient.

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- B. Do not use materials with defects that impair quality of rough carpentry or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- C. Apply field treatment complying with AWPAC M4 to cut surfaces of preservative-treated lumber and plywood.
- D. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. Published requirements of metal framing anchor manufacturer.
 - 2. "Fastening Schedule," in the latest Florida Building Code.
- E. Use annular ring hot-dipped galvanized nails, unless otherwise indicated. Select fasteners of size that will fully penetrate members. Make tight connections between members. Install fasteners without splitting wood; predrill as required.
- F. Use finishing nails for exposed work, unless otherwise indicated. Countersink nail heads and fill holes with wood filler.

3.2 WOOD GROUND, SLEEPER, BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated. Build anchor bolts into masonry during installation of masonry work. Where possible, secure anchor bolts to formwork before concrete placement.
- C. Provide wood nailers of dressed, pressure-preservative-treated, not less than 5-1/2 inches insulation wide and of thickness required to bring face of ground to exact thickness of insulation or finish material. Remove temporary grounds when no longer required.
- D. Where new members are doubled ends shall be lapped 12" min. and thoroughly spiked to each other and to bearing members.
- E. Where new members bear on concrete they shall be securely fastened to same by bolts or lag screws on centers as called for on drawings staggered. Heads of all

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

bolts or lag screws shall be provided with large-head washers.

- F. Round comers of wood plates where flashing occurs.
- G. Holes drilled oversize or wallered out, shall be redrilled.
- H. Nailers and insulation stops shall be flush with top of new insulation and 1" wider than flange of metal flashing. Secure to substrates with mechanical fasteners in a staged patten unless otherwise indicated.

3.3 WOOD FURRING INSTALLATION

- A. Install level and plumb with closure strips at edges and openings. Shim with wood as required for tolerance of finish work.
- B. Furring to Receive Plywood: Install 1-by-3-inch nominal size furring horizontally at 16 inches o. c.

3.4 WOOD STRUCTURAL PANEL INSTALLATION

General: Comply with applicable recommendations contained in APA Form No. E30K, "APA Design/Construction Guide: Residential & Commercial," for types of structural-use panels and applications indicated.

Comply with "Code Plus" provisions in above-referenced guide.

Fastening Methods: Fasten panels as indicated below:

- 1. Sheathing:
 - a. Nail to wood framing.
 - b. Space panels 1/8 inch apart at edges and ends.

END OF SECTION 06100

SANFORD HOUSING AUTHORITY
STAIR REPLACEMENT

APPENDIX A

HUD – 5369
HUD – 5369A
HUD – 5370
HUD – 51000
HUD – 51001
HUD – 51002
HUD – 51003
HUD – 51004
HUD – 5372

Schedule of Amounts for Contract Payments

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

OMB Approval No. 2577-0157
(Exp. 12/31/2011)

No progress payments shall be made to the contractor unless a schedule of amounts for contract payments in accordance with the construction contract is received.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. 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.

Project Name and Location	Project Number
---------------------------	----------------

Name, Address, and Zip Code of Contractor

Nature of Contract	Contract Number
--------------------	-----------------

Approved for Contractor by	Title	Date (mm/dd/yyyy)
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Approved for Architect by	Title	Date (mm/dd/yyyy)
---------------------------	-------	-------------------

Approved for Owner by	Title	Date (mm/dd/yyyy)
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Item No. (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal Item (7)

Total Amount of Contract or Carried Forward	\$
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To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Signature of authorized representative	Date signed (mm/dd/yyyy)
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Instructions for Preparation of form HUD-51000

1. A separate breakdown is required for each project and prime contract instructions for preparation are given below.
 - a. **Heading.** Enter all identifying information required for both forms.
 - b. **Columns 1 and 2.** In column 1, enter the item numbers starting with No. 1, and in column 2 enter each principal division of work incorporated in the contract work.
 - (1) **Master List.** The Master list contains the basic items into which any construction contract may be subdivided for the purpose of preparing the Construction Progress Schedule and the Periodical Estimates for Partial Payments. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the item numbers. Generally, about 25 to 40 major items appear in a contract.
 - (2) **Items Subdivided.** In the Contractor's breakdown, against which all periodical estimates will be checked prior to payment, each major item must be subdivided into sub-items pertinent to the project involved and in agreement with the Contractor's intended basis for requesting monthly payments.
 - c. **Column 3.** Enter the total quantity for each sub-item of each principal division of work listed in the breakdown.
 - d. **Column 4.** Enter the appropriate unit of measure for each sub-item of work opposite the quantities described in column 3, such as "sq. ft.," "cu. yd.," "tons," "lb.," "lumber per M/BM," "brickwork per M," etc., applicable to the particular sub-item. Items shown on "lump sum" or equivalent basis will be paid for only on completion of the whole item and not on a percentage of completion basis.
 - e. **Column 5.** Enter the unit price, in place, of each sub-item of work.
 - f. **Column 6.** Enter the amount of each sub-item obtained by multiplying the quantities in column 3 by the corresponding unit prices in column 5.
 - g. **Column 7.** Enter the amount of principal item only, obtained by adding the amounts of all sub-items of each principal division of work listed in column 6. Continue with the breakdown on form HUD-51000.
 - h. The "Schedule of Amounts for Contract Payments" shall be signed and dated in the space provided at the bottom of each sheet of the form by the individual who prepared the breakdown for the Contractor.
2. The minimum number of copies required for each submission for approval is an original and two copies. When approved, one fully approved copy will be returned to the Contractor.

Master List of Items

Item No.	Division of Work	Item No.	Division of Work	Item No.	Division of Work
1	Bond	20	Rough Carpentry		
2	General Conditions \1	21	Metal Bucks	44	Retaining Walls
3	Demolition & Clearing	22	Caulking	45	Storm Sewers
	Structures	23	Weatherstripping	46	Sanitary Sewers
4	General Excavation	24	Lath & Plastering-Drywall	47	Water Distribution System
5	Footing Excavation	25	Stucco	48	Gas Distribution System
6	Backfill	26	Finish Carpentry	49	Electrical Distribution System
7	Foundation Piles & Caissons	27	Finish Hardware	50	Street & Yard Lighting
8	Concrete Foundations	28	Glass & Glazing	51	Fire & Police Alarm System
9	Concrete Superstructures	29	Metal Doors	52	Fire Protection System
10	Reinforcing Steel	30	Metal Base & Trim	53	Street Work
11	Waterproofing & Dampproofing	31	Toilet Partitions	54	Yard Work
12	Spandrel Waterproofing	32	Floors	55	(Other)
13	Structural Steel	33	Painting & Decorating	56	(Other)
14	Masonry	34	Screens		
15	Stonework	35	Plumbing		Equipment
16	Miscellaneous & Ornamental Metal	36	Heating	57	Shades & Drapery Rods
17	Metal Windows	37	Ventilating System	58	Ranges
18	Roofing	38	Electrical	59	Refrigerators
19	Sheet Metal	39	Elevators	60	Kitchen Cabinets & Work Tables
		40	Elevator Enclosures—Metal	61	Laundry Equipment
		41	Incinerators—Masonry & Parts	62	(Other)
		42	(Other)		
		43	(Other)	63	Punch List \2
				64	Lawns & Planting

1 General Conditions should be 3% to 5% of contract amount.

2 Punch List should be approximately 1/2 of 1% or \$30 per dwelling unit, whichever is greater.

Periodic Estimate for Partial Payment

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

OMB Approval No. 2577-0157
(exp. 12/31/2011)

Submit original and one copy to the Public Housing Agency.
Complete instructions are on the back of this form.

Public reporting burden for this collection of information is estimated to average 3.5 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. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Name of Public Housing Agency	Periodic Estimate Number	Period From (mm/dd/yyyy) To (mm/dd/yyyy)
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Location of Project	Project Number
---------------------	----------------

Name of Contractor	Contract Number
--------------------	-----------------

Item Number (1)	Description of Item (2)	Completed to Date (3)
		\$

Value of Contract Work Completed to Date (Transfer this total to line 5 on back of this sheet)	\$
---	-----------

Instructions

Headings. Enter all identifying data required. Periodic estimates must be numbered in sequence beginning with the number 1.

Columns 1 and 2. The "Item Number" and "Description of Item" must correspond to the number and descriptive title assigned to each principal division of work in the "Schedule of Amounts for Contract Payments", form HUD-51000.

Column 3. Enter the accumulated value of each principal division of work completed as of the closing date of the periodic estimate. Enter the total in the space provided.

Certifications. The certification of the contractor includes the analysis of amounts used to determine the net balance due. In the first paragraph, enter the name of the Public Housing Agency, the contractor, and the date of the contract. Enter the calculations used in arriving at the "Balance Due This Payment" on lines 1 through 16.

Enter the contractor's name and signature in the certification following line 16.

The latter portion of this certification relating to payment of legal rates of wages, is required by the contract before any payment may be made. However, if the contractor does not choose to certify on behalf of his/her subcontractors to wage payments made by them, he/she may modify the language to cover only himself/herself and attach a list of all subcontractors who employed labor on the site during the period covered by the Periodic Estimate, together with the individual certifications of each.

Certification of the Contractor or Duly Authorized Representative

According to the best of my knowledge and belief, I certify that all items and amounts shown on the other side of this form are correct; that all work has been performed and material supplied in full accordance with the items and conditions of the contract between the (name of owner)

_____ and (contractor) _____
dated (mm/dd/yyyy) _____, and duly authorized deviations, substitutions, alterations, and additions; that the following is a true and correct statement of the Contract Account up to and including the last day of the period covered by this estimate, and that no part of the "Balance Due This Payment" has been received.

1. Original Contract Amount \$ _____

Approved Change Orders:

2. Additions (Total from Col. 3, form HUD-51002) \$ _____

3. Deductions (Total from Col. 5, form HUD-51002) \$ _____ (net) \$ _____

4. Current Adjusted Contract Amount (line 1 plus or minus net) \$ _____

Computation of Balance Due this Payment

5. Value of Original Contract work completed to date (from other side of this form) \$ _____

Completed Under Approved Change Orders

6. Additions (from Col. 4, form HUD-51002) \$ _____

7. Deductions (from Col. 5, form HUD-51002) \$ _____ (net) \$ _____

8. Total Value of Work in Place (line 5 plus or minus net line 7) \$ _____

9. **Less:** Retainage, _____ % \$ _____

10. Net amount earned to date (line 8 less line 9) \$ _____

11. **Less:** Previously earned (line 10, last Periodic Estimate) \$ _____

12. Net amount due, work in place (line 10 less line 11) \$ _____

Value of Materials Properly Stored

13. At close of this period (from form HUD-51004) \$ _____

14. **Less:** Allowed last period \$ _____

15. Increase (decrease) from amount allowed last period \$ _____

16. **Balance Due This Payment** \$ _____

I further certify that all just and lawful bills against the undersigned and his/her subcontractors for labor, material, and equipment employed in the performance of this contract have been paid in full in accordance with the terms and conditions of this contract, and that the undersigned and his/her subcontractors have complied with, or that there is an honest dispute with respect to, the labor provisions of this contract.

Name of Contractor _____ Signature of Authorized Representative _____ Title _____ Date (mm/dd/yyyy) _____

Certificate of Authorized Project Representative and of Contracting Officer

Each of us certifies that he/she has checked and verified this Periodic Estimate No. _____; that to the best of his/her knowledge and belief it is a true statement of the value of work performed and material supplied by the contractor; that all work and material included in this estimate has been inspected by him/her or by his/her authorized assistants; and that such work has been performed or supplied in full accordance with the drawings and specifications, the terms and conditions of the contract, and duly authorized deviations, substitutions, alterations, and additions, all of which have been duly approved.

We, therefore, approve as the "Balance Due this Payment" the amount of \$ _____.

Authorized Project Representative _____ Date (mm/dd/yyyy) _____ Contracting Officer _____ Date (mm/dd/yyyy) _____

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Schedule of Change Orders

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

OMB Approval No. 2577-0157
(exp. 12/31/2011)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: Contractors use this form for reporting the details of approved Change Orders. Attach an original (or a copy) to each copy of the Periodic Estimate for Partial Payment (form HUD-51001) submission, and send to the Public Housing Agency. Complete all entries. Only Change Orders which bear the signatures required by the contract are to be recorded.

Name of Public Housing Agency		Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy) to (mm/dd/yyyy)
Location of Project			Project Number
Name of Contractor			Contract Number

Approved Change Orders		Additions		Deductions
Change Order Number (1)	Dated (mm/dd/yyyy) (2)	Total Amount of Change Order (3)	Value of Work Completed to Date (4)	Total Amount of Change Order (5)
		\$	\$	\$
Totals		\$	\$	\$

Authorized Project Representative	Date (mm/dd/yyyy)
-----------------------------------	-------------------

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Previous editions are obsolete.

form **HUD-51002** (3/92)
ref. Handbooks 7417.1 & 7450.1

Summary of Materials Stored

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

OMB Approval No. 2577-0157
(exp. 12/31/2011)

Public reporting burden for this collection of information is estimated to average 2.5 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. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: This form is for the Contractor to summarize the value of materials stored at the site (as shown on the schedule, form HUD-51003). Use a separate line for the contractor and each of his/her subcontractors. Prepare an original and one copy, attach form HUD-51003, and send to the Public Housing Agency with the Periodic Estimate for Partial Payment, form HUD-51001. **Payment Value.** No more than 90 percent of the estimated value of the stored materials will be allowed, and only the net amount will be carried to line 13 on the back of the Periodic Estimate for Partial Payment, form HUD-51001. **Signatures.** This form must be signed by those employees of the contractor and of the Public Housing Agency who prepare and check the Schedule of Materials Stored, form HUD-51003.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy)	To (mm/dd/yyyy)
-------------------------------	---	--------------------------	-----------------

Location of Project	Project Number
---------------------	----------------

Name of General Contractor	Contract Number
----------------------------	-----------------

Name of General Contractor or Subcontractor	Amounts
---	---------

General Contractor	\$
--------------------	----

Subcontractors	\$
----------------	----

Total	\$
Less 10%	\$
Net	\$

Prepared by	Date (mm/dd/yyyy)	Checked by	Date (mm/dd/yyyy)
-------------	-------------------	------------	-------------------

I certify that I or my authorized representatives have examined and checked in detail the invoices representing the cost of materials set forth in appended "Schedule of Materials Stored", form HUD-51003, dated (mm/dd/yyyy) _____ submitted by _____ consisting of _____ sheets with an indicated cost of \$ _____, and find that the net unit prices set forth in the schedule are the same or less than the invoices examined, and that such materials were suitably stored at the site of the development as of (date)(mm/dd/yyyy) _____.

Name of Owner	By (Authorized Representative)	Title	Date (mm/dd/yyyy)
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Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

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

1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

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

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

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. 12/31/2011)

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.

Table of Contents

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

1. Definitions

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

3. Architect's Duties, Responsibilities, and Authority

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

2. Contractor's Responsibility for Work

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

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

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

6. Construction Progress Schedule

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

7. Site Investigation and Conditions Affecting the Work

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

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

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

8. Differing Site Conditions

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

9. Specifications and Drawings for Construction

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

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

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

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

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

10. As-Built Drawings

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

11. Material and Workmanship

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

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

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

12. Permits and Codes

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

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

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

13. Health, Safety, and Accident Prevention

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

14. Temporary Heating

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

15. Availability and Use of Utility Services

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

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

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

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

17. Temporary Buildings and Transportation of Materials

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

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

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

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

21. Use and Possession Prior to Completion

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

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

22. Warranty of Title

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

23. Warranty of Construction

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

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

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

The Contractor shall complete all work required under this contract within _____ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

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

27. Payments

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

- basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.
 - (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
 - (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
 - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
 - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
 - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.
- _____
Name:
- _____
Title:
- _____
Date:
- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
 - (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

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

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

28. Contract Modifications

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

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

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

29. Changes

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

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

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

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

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

31. Disputes

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

32. Default

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

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

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

33. Liquidated Damages

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

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

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

34. Termination for Convenience

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

35. Assignment of Contract

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

36. Insurance

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

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

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

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

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

37. Subcontracts

(a) Definitions. As used in this contract -

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

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

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

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

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

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

39. Equal Employment Opportunity

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

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

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

41. Interest of Members of Congress

No member 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.

Construction Progress Schedule

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

OMB Approval No. 2577-0157 (Exp. 12/31/2011)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. 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.

1. Name of Public Housing Agency/Indian Housing Authority (PHA/IHA)		
2. City	3. State	5. Project Name
4. Location		6. Project Number
7. Contract For		8. Contract Time (Days)
9. From (mm/dd/yyyy)	To (mm/dd/yyyy)	10. Contract Price \$
11. Number of Buildings	12. Number of Dwelling Units	13. Number of Rooms

(Submit as many pages as necessary to cover the construction period.)	Year (yyyy)						
	Month						
Actual Monthly Value, Work in Place (\$)							
Actual Accumulated Progress (%)							
Anticipated Monthly Value (\$)							
Accumulated Scheduled Progress (%)							

Submitted by	Contractor's Name		
	Title	Signature	Date (mm/dd/yyyy)
Approved by	PHA/IHA		
	Title		Date (mm/dd/yyyy)
Approved by	Architect		Date (mm/dd/yyyy)

**Instructions for Preparation of Construction Progress Schedule
Form HUD-5372**

General. The information required for items 1 through 6 can be obtained from the contract documents. (7.) Enter the type of work awarded by the PHA/IHA. This may be "general construction," "plumbing," "heating," "electrical," etc., depending upon prime contract awards. (8.) Enter the contract time in calendar days (unless otherwise stated). (9.) Enter the starting and completion dates as established by the Notice to Proceed.

Year and Month. At the top of the Schedule, space is provided for inserting the "Year" and "Month" to identify the times during which the work is to be performed.

Year. Enter the year when the Notice to Proceed was issued. If the starting date of the contract is such that the time assigned for completion will be carried into a succeeding year, two yearly designations will be shown, each centered over the applicable spread of time for each year.

Month. The body of the Schedule is divided into Columns, each representing a period of one month. Starting in the Column with the month stated in the Notice to Proceed, enter at the top of each column the successive months corresponding to the entire spread of the total contract time. The Schedule must contain monthly columns to cover the entire active period of contract, with extra columns for possible overruns in contract time.

Computation of Anticipated Monthly Value of Work in Place

Before presenting the form for approval, enter in each monthly column the dollar value (omit cents) of the increment of work anticipated to be put in place during that interval of time. This shall be the Contractor's best estimate of the rate of progress for each month. This section contains a suggested guide for the elapsed contract time vs. progress percentages.

The horizontal total of the monthly dollars shown for "Anticipated Monthly Value" must equal the contract price shown in the heading.

Accumulated Scheduled Progress – %

Entries on this line shall show in percentage of total completion the cumulative stage of progress that is scheduled to be reached at the end of each monthly interval. It is generally sufficient to state this anticipated progress to the nearest tenth of one percent, but for very large contracts it may be advisable to extend computations to the nearest hundredth.

The entry for the first month's column should be the % obtained by the anticipated monthly dollar value of work in place at the close of the first month being divided by the contract price.

The entry for the second month's column is obtained by the sum of the anticipated monthly dollar values of work in place for Columns 1 and 2 being divided by the contract price.

Enter in the third month's column the percentage computed similarly, using the sum of dollar values of work in place for Columns 1, 2, and 3. Continue in this manner for the succeeding monthly columns until "100" is reached in the final column.

Charting Actual Progress. The horizontal space extending through the monthly columns is divided into "Actual Monthly Value of Work in Place – \$" and Actual Accumulated Progress – %." In each monthly column show the actual accumulated % of progress and the actual value of work in place for that month, as the work progresses. An anticipated complete shutdown at some stage in the work because of adverse seasonal weather or otherwise, as may occur in road work, excavation (grading), etc., is readily shown by a gap.

The Contractor's name shall be placed in the lower left-hand corner of the form, together with the signature and title of the employee who prepared the Schedule and the date. The form then shall be sent to the Architect for review. If the Architect considers that changes are necessary to make the Schedule more realistic, it will withhold approval and so advise the Contractor. When the form is acceptable and approved by the Architect, and the PHA/IHA, it will be returned to the Contractor, who shall reproduce and submit the number and style of prints required by the PHA/IHA.

Normal building construction experience has proved that the rate of overall progress (as measured by work in place) accelerates slowly at the start, reaches its peak in the middle third of the construction period, and tapers down at the close. The data following illustrate the general average expectancy of a well-balanced operation and may be used as a guide. If the proposed progress lies within reasonable range of these check points, the Schedule may be considered satisfactory insofar as the time-performance feature is involved.

% of Contract Time	% of Accumulated Progress
0	0
10	2
20	8
30	20
40	37
50	57
60	75
70	89
80	96
90	99
100	100

The foregoing percentages must be tempered by consideration of seasonal weather conditions and other known conditions which may affect the progress of the work. These percentages are offered for information only.

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1215-0149
 Expires: 12/31/2011

NAME OF CONTRACTOR OR SUBCONTRACTOR	ADDRESS
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PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

