

PROJECT MANUAL

REROOFING AT NORTHSIDE HOMES

for the

PALATKA HOUSING AUTHORITY

CRG ARCHITECTS/PALATKA, INC.

JOB NO. 016Z03

REROOFING AT
NORTHSIDE HOMES
PALATKA, FLORIDA

for

THE PALATKA HOUSING AUTHORITY
400 NORTH 15TH STREET
PALATKA, FL 32177

ARCHITECT'S JOB NUMBER: 016Z03

ARCHITECTS
CRG Architects/Palatka, Inc.
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Palatka, Florida 32177
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January 16, 2025

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INVITATION FOR BIDS

PHA: Palatka Housing Authority
400 North 15th Street
Palatka, Florida 32177

Architect: CRG Architects/Palatka, Inc.
216 St. Johns Avenue
Palatka, Florida 32177

Contact: Joseph Kuehmeier, Architect
Phone: 386.325.0213

Contractors are invited to submit a sealed offer to the PHA located at the above address, before 3:00 p.m. local time on the 6th day of February 2025. Bids will be publicly opened at 3:00 p.m. in the Board Room of the Palatka Housing Authority for the following Project:

REROOFING AT NORTHSIDE HOMES
PALATKA HOUSING AUTHORITY
PALATKA, FLORIDA

Contract will be on a Stipulated Price basis.

All work shall be executed in accordance with the instruction and contract documents prepared by CRG Architects/Palatka, Inc. Bid Documents shall be available via email by calling CRG Architects/Palatka, Inc., at 386-325-0213. Documents will be issued to Contractors and Subcontractors. Bid Documents are available via email by calling CRG Architects/Palatka, Inc., 386-325-0213.

A Bid Security in the form of a Bid Bond, a certified check or bank draft payable to the PHA, or U. S. Government Bonds of a sum no less than 5% of the Bid price is required.

The successful bidders shall provide performance and payment bonds or combination contract bond for one hundred percent (100%) of the contract Price.

All bids shall be addressed to the Palatka Housing Authority, Attn: Willie Mae Thomas, Director of Capital Funds Operations. All bids shall be labeled: "REROOFING AT NORTHSIDE HOMES."

A Pre-Bid Conference will be held on January 16, 2025, at 2:00 p.m. local time, in the Board Room of the Palatka Housing Authority (400 North 15th Street, Palatka). All bidders or the representatives are encouraged to be in attendance for a complete review of the project. After questions are discussed, bidders may examine the project site. Clarifications from this meeting will be issued by Addenda. The last day for questions to be submitted shall be ten (10) calendar days prior to the date of bid submission. Attention is called to the requirement in the proposed Contract Documents for the Bidder to examine the site and familiarize himself with local conditions affecting the work.

Bidder's attention is called to the requirement that not less than the minimum salaries and wages as set forth in the Specifications shall be paid on this project. A Non-collusive Affidavit, bearing an original signature, is required to be submitted with the Bid Form.

Refer to other bidding requirements described in Supplemental Instructions to Bidders (Section 00099) and HUD Form 5369 - Instructions to Bidders, dated 10/02 (Section 00100).

Bidders are required to submit bids on unaltered Bid Form provided by the Architect.

Offer will be required to be submitted under a condition of irrevocability for 60 days after submission. The PHA reserves the right to accept or reject any and all Bids or to waive any informalities in the bidding.

Palatka Housing Authority

By: Willie Mae Thomas
Director of Capital Fund Operations

CONFIDENTIAL BIDDER QUALIFICATION FORM

Submitted to: _____

Name of Project: _____

Submitted by: _____
(Firm Name)

Address: _____
(List Home Office and all Branch Office Addresses)

City: _____ State: _____ Zip: _____ Tel: (____) _____

1. TYPE OF FIRM:

_____ Corporation _____ Partnership
_____ Sole Proprietorship Years in Business: _____

2. OFFICERS, PARTNERS OR OWNERS & CONSTRUCTION EXPERIENCE

Name	Title	Years of Experience in Classification of Work listed

3. NUMBER OF PERSONNEL IN ORGANIZATION:

_____ Administrative _____ Engineering _____ Office
_____ Shop _____ Field

4. REFERENCES:

Bank(s) Maintaining Account(s): _____

Suppliers: _____

Other References: _____

5. TYPICAL CONTRACTS COMPLETED DURING LAST FIVE YEARS

Year	Name of Project	Architect/Engineer*	Contract Amount

6. AVERAGE ANNUAL BILLING FOR LAST FIVE YEARS \$ _____

7. TOTAL WORK IN PROGRESS AND UNDER CONTRACT \$ _____

8. LIST MAJOR WORK UNDER CONTRACT:

% Complete	Name of Project	Architect/Engineer*	Contract Amount

*Required - Name, telephone number, address and contact person

9. LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR CONTRACT AWARD:

10. HAVE YOU AT ANY TIME FAILED TO COMPLETE A CONTRACT?

YES NO

ARE THERE ANY JUDGMENTS, CLAIMS OR SUITES PENDING OR OUTSTANDING AGAINST YOU?

YES NO

IF THE ANSWER TO EITHER QUESTION IS YES, SUBMIT DETAILS ON SEPARATE SHEET.

LIST ALL LAWSUITS YOUR FIRM HAS FILED DUE TO CONSTRUCTION CONTRACTS IN THE LAST FIVE YEARS:

11. FINANCIAL STATEMENT

Current Assets	\$ _____
Fixed Assets (Depreciated)	\$ _____
Other Assets	\$ _____
TOTAL ASSETS	\$ _____
Current Liabilities	\$ _____
Long Term Liabilities	\$ _____
TOTAL LIABILITIES	\$ _____
NET WORTH	\$ _____

Date of latest Balance Sheet: _____

Prepared by _____, a certified Public Accountant, and available upon request .

Dated at _____, this _____ day of _____, 20____

Pursuant to information for prospective bidders for above mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is for your confidential use only to assist in determining the qualifications of this organization to perform the type and magnitude of work included and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice. The Surety herein named, any other bonding company, bank, subcontractor, we have done business, or who have extended any credit to us are hereby authorized to furnish you with any information you may request concerning our organization including, but not limited to, information concerning performance on previous work or credit standing with any of them. We hereby release any and all such parties from any legal responsibility whatsoever of having furnished such information to you.

Name of Organization: _____

By: _____

Date: _____ Title: _____

Attested to By: _____

Title: _____

END OF DOCUMENT

SECTION 00099

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

1.1 DEFINITIONS

- A. **Bidding Documents includes the drawings and specifications containing the "Invitation to Bid", the "Supplemental Instructions to Bidders", the "Instructions to Bidders", Scope of Work, other sample Bidding and Contract Forms, the General and Supplementary Conditions, the Specifications and related Drawing Schedules and Details. Any addenda issued prior to the receipt of bids shall also become part of the Bidding Documents.**
- B. All definitions set forth in the General Conditions of the Contract for Non-Construction, HUD-5370 (noted as Section 00700 in this Project Manual), or in other Contract Documents are applicable to the Bidding Documents.
- C. Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletion, clarifications, or corrections.
- D. A bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein supported by data called for in the Bidding Documents.
- E. Base Bid is the sum stated in the bid for which the bidder offers to perform the work described as the Base, to which work may be added or deducted for sums stated in any alternated bids.
- F. An alternate bid (or Alternate) is an amount stated in the bid to be added to or deducted from the amount of the Base Bid, if the corresponding change in project scope or materials or methods of construction described in the Bidding Documents is accepted.
- G. A Unit Price is an amount stated in the bid as a price per unit of measurement for materials or services as described in the Contract Documents.
- H. A bidder is one who submits a bid for a prime Contract with the Owner for the work described in the proposed Contract Documents. Each bidder must have the qualifications described hereunder in Paragraph 1.2.
- I. A sub-bidder is one who submits a bid to a bidder for materials or labor for a portion of the work. Each sub-bidder must have the qualifications hereunder in Paragraph 1.2.
- J. A surety is a corporate body which is bound with and for the bidder, which is primarily liable and which guarantees the faithful performance of the Contract, if it is awarded to the bidder.

1.2 BIDDERS QUALIFICATIONS AND SPECIFICATIONS:

- A. Bidders Qualifications:
 - 1. In order to be qualified, a bidder must
 - a. Be able to present evidence that he and his subcontractors are currently registered with, or hold an unexpired certificate applicable to this class of building issued by the Florida Construction Industry Licensing Board, in accordance with Chapter 489, Part I, Licensing of Construction Industry, Florida Statutes, or the Florida Electrical and Alarm System Contractors Licensing Board, in accordance with Chapter 489, Part II, Florida Statutes; or the local Plumbers Licensing Board, in accordance with Chapter 553, Part I, Florida Statutes.
 - 2. In order to be qualified if the bidder is a Corporation, it must be properly registered with the State of Florida, Department of State, Division of Corporations; and must hold a current State Corporate Charter number in accordance with Chapter 607 Florida Statutes.
 - 3. The Agreement will only be entered into with responsible bidders found to be satisfactory by the Owner, qualified by experience and in a financial position to do the work specified. As a minimum, bidders shall be able to meet the following requirements described below. Bidders shall furnish documentation on AIA Document 305 - **Contractor's Qualifications Statement, as to:**
 - a. Bondability
 - b. Insurability
 - c. Experience in similar work - Furnish names and addresses of Owners of prior work performed and location of work performed.
 - d. Adequate plant and equipment.
 - e. Supervisory personnel with experience in similar work.

- f. Suitable finance resources
 - g. Service facilities
 - h. Permanent organization
 - i. Existing workload of such nature and quantity as not to interfere with the performance of this Contract.
4. Each bidder is required to be familiar with all Federal, State and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder or sub-bidder will in no way relieve him from the responsibility.
 5. Each bidder shall be prepared to furnish information to confirm their qualifications as described hereunder in Paragraph 1.6.
- B. Each bidder by making his bid represents that:
1. He has read and understands the Bidding Documents and his bid is made in accordance therewith.
 2. He has visited the site and has familiarized himself with the local conditions under which the work is to be performed and has correlated his observations with the requirements of the proposed Contract Documents.
 3. His bid is based upon the materials, systems, and equipment described in the Bidding Documents without exception.

1.3 BIDDING DOCUMENTS

- A. Copies:
1. Bidders may obtain complete sets of the Bidding Documents from the Architect designated in the **"Invitation to Bid" in the number and for the deposit sum(s) stated therein.**
 2. Bidders shall use complete sets of Bidding Documents in preparing for bids; the Architect and Owner do not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents in preparing bids.
 3. The Architect in making copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.
 4. Bidding Documents may be procured from the office of the Architect upon receipt of payment in the **amount stated in the "Invitation to Bid", made payable to CRG Architects/Palatka, Inc.**
 - a. No partial sets of drawings and/or Specifications will be issued.
 - b. Digital sets will be included with Addendum No. 1.
- B. Interpretation of Correction of Bidding Documents:
1. Bidders shall promptly notify the Architect of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or the site and local conditions.
 2. Bidders requiring clarification or an interpretation of the Bidding Documents shall make a written request to the Architect to reach him at least seven (7) days prior to the date for receipt of bids.
 3. Any interpretation, correction, or change in the Bidding Documents will be made by the Architect by addendum. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections and changes. Only the Architect will issue addenda.
 4. No oral explanations in regard to the meaning of the Bidding Documents will be made and no oral instructions will be given before the award of the Contract except as described in the sub-paragraph entitled **"Pre-Bid Conference" herewith.**
- C. Basis for Bidding - Trade Names:
- When reference is made in the Contract Documents to trade names, brand names, or to the names of manufacturers, such references are made solely to indicate that products of the description may be furnished and are not intended to restrict competitive bidding. If it is desired to use products of trade or brand names or of manufacturers names which are different from those mentioned in the Contract Documents, application for the approval of the use of such products must be in receipt of the Architect within ten (10) days prior to the date set for the opening of bids. The latter provision is a restriction which applies only to the party making a submittal. Therefore, the aforesaid restriction does not inhibit the Architect from adding or deleting trade names, brand names or names of manufacturers by addendum. The burden of proving acceptability of a proposed product for use in place of a product of products designated by trade name or names, brand name or names, or by the name or names of manufacturers in the Contract Documents rests on the party submitting the request for approval. The written application for approval of proposed product must be accompanied by technical data which the party requesting approval desires to submit in support of his application. The Architect will give consideration to reports from reputable independent testing laboratories, verified experience records showing the reputation of the proposed product with previous users, evidence of reputation of the manufacturer for prompt delivery, evidence of reputation of the manufacturer for efficiency in servicing its products, or any other written information that is helpful in the circumstances. The application to the Architect for approval of a proposed product must be accompanied by a schedule setting forth in which

respects the materials or equipment submitted for consideration differ from the materials or equipment designated in the Contract Documents. The degree of proof required for approval of a proposed product as acceptable for use in place of named product of named products is that amount of proof necessary to convince a reasonable person beyond all doubt. To be approved, a proposed product must also meet or exceed all express requirements of the Contract Documents.

If the submittal is approved by the Architect an addendum will be issued by the Architect to all prospective bidders. Issuance of an addendum is a representation to all bidders that the Architect in the exercise of his professional discretion established that the product submitted for approval is acceptable and meets or exceeds all express requirements. In order for the Architect to prepare an Addendum intelligently, an application for approval of a product must be accompanied by a copy of the published recommendations of the manufacturer for the installation of the product together with a complete schedule of changes in the drawings and specifications, if any, which must be made in the work in order to permit the use and installation of the propose product in accordance with the recommendations of the manufacturer of a product. Unless requests for approvals of other products have been received and approvals have been published by addendum in accordance with the above procedure, the successful bidder may furnish no products of any trade names, **brand names, or manufacturers' names except those designated in the Contract Documents with the** exception of any changes or substitution that may be affected via Change Order. Any party who alleges that rejection of a submittal is the result of bias, prejudice, caprice, or error on the part of the Architect may request a conference with a representative of the Owner, provided that the request for said conference, submitted in writing, shall have reached the Owner at least five (5) days prior to the date set for the opening of bids, time being of the essence.

D. Pre-Bid Conference:

1. A **Pre-Bid Conference will be held at the time and place described in the "Invitation to Bid"** at which time the Architect will be available to clarify, interpret and assist bidders to better understand the Bidding Documents. At that time, the architect will answer any questions and make any and all explanations required by the bidders. However, only those explanations or instructions issued by written addendum shall be used in bidding.
2. No later than three days prior to bid date, the Architect will issue an addendum which will include all approved substitutions and changes to the Contract Documents, along with written explanations of any matters arising from discussion at the Pre-Bid Conference.

E. Addenda:

1. The Architect is responsible for addenda to be mailed or delivered to all who are known to the Architect to have received a Bid Package or a complete set of Bidding Documents. The Architect will not be responsible for issuance or receipt of addenda forwarded by the bidder's mail carrier.
2. Copies of addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
3. Each bidder shall ascertain prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt in his bid.

1.4 BIDDING PROCEDURES

A. Form and Style of Bids:

1. Bids shall be submitted in duplicate using exact copies of the Proposal Form provided in Bid Packages. If necessary, copies of these forms may be obtained from the Architect at a cost of \$1.00 per sheet for letter size copies (\$6.00 per set).
2. All blanks on the Proposal Form shall be filled in by typewriter or manually in ink.
3. Where so indicated by the makeup of the Proposal Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
4. No interlineations, alteration, excisions, or special conditions shall be made; erasures shall be explained or noted over the signature of the bidder. Any unexplained omissions, erasures, alterations, information not requested or other irregularities of any kind may constitute a cause for rejection of the bid by the Owner.
5. Each copy of the bid shall include the legal name and full business address of the bidder and a statement that the bidder is sole proprietor, a partnership, a corporation, or any other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the bidder to a Contract. **A bid submitted by an agent shall have current Power of Attorney attached certifying the agent's** authority to bind the bidder to a Contract. The Power of Attorney must then be signed by the Principal within ten (10) calendar days of bid submission and must refer to the specific project and bid.
6. Bids submitted by a corporation must be signed with the legal name and seal of the corporation followed by the name of the state of its incorporation and the manual signature and designation of an officer, agent, or other person authorized to bind the corporation and Florida State Charter Number.

7. Bids submitted by partnership shall show the names of all partners and must be signed in the partnership name by one of the partners. The partnership signature shall be followed by the manual signature of the partner signing.
8. In every case, the name of the person signing and his designation shall be typed or printed below his **signature**. A person who affixes his signature the words "President", "Secretary", "Agent" or other designation, without disclosing his principal, may be held to be individually responsible for such bid. Satisfactory evidence of the authority of an officer, agent, attorney or other person signing for partnership or an individual shall be furnished.

B. Bid Security:

1. **As stipulated in the "Invitation to Bid", each bid shall be accompanied by a Bid Bond (on form enclosed, Document 00410) in the amount of five percent (5%) of the Contract Sum listed on the bidders Proposal Form pledging that the bidder will enter into a Contract with the Owner on the terms stated in his bid and will furnish Bonds as described hereunder in Paragraph 1.7 covering the faithful of all obligations arising thereunder. Type or print the dollar amount of the Bond wherever required. The words "5% of the Bid", are not sufficient and will require re-execution of the Bond.**
2. The Bid Security shall be submitted with the understanding that it guarantees the bidder will not withdraw his bid for a period of sixty (60) days after the scheduled date and time for the receipt of bids described in the "Invitation to Bid"; that if his bid is accepted, he will enter into a written contract with the Owner in accordance with the Form of Agreement described hereunder in Paragraph 1.7 will be given; and that in the event of withdrawal of the bid within the stated withdrawal period, or failure to enter into the Agreement and furnish the Bonds within ten (10) days after he has received notice of acceptance of his bid or within any extended period the Owner may grant, the bidder shall be in default and shall be liable to the Owner for the full amount of the Bid Security as damages due the Owner on the account of the default of the bidder in any particular hereof.
3. The Bid Security shall be returned to all bidders after the Owner and the accepted bidder have executed the Agreement and Labor and Performance Bond has been approved by the Owner.
4. If the required Agreement and Bonds described hereunder in Paragraph 1.7 have not been executed within sixty (60) days after the date of the opening of the bids, then the Bid Security of any bidder will be returned upon his request, provided he has not been notified of the acceptance of his bid prior to the date of such request.
5. If the Bid Security is in the form of a Bid Bond, the Surety Company furnishing the Bond shall be acceptable if it complies with the provisions described hereunder in Paragraph 1.7. Type or print **dollar amount of the Bond wherever required. The words "5% of the Bid" are not sufficient and will require re-execution of the Bond.** The Bid Bond shall be signed by a Florida Licensed Resident Agent who holds Power of Attorney from the Surety Company issuing the Bond.
 - a. Prepare two (2) copies of the Bid Bond on Document 00410 for the Owner.
 - b. **Type or print bidder's and surety's names where required.**
 - c. **Type or print the dollar amount of the Bond where required. The words "5% of the Bid" are not sufficient and will require re-execution of the Bond.**
 - d. Date the Bond prior to the time of the bid opening.
 - e. **Type or print the description of the construction in the same language as in the "Invitation to Bid".**
 - f. Complete the signatures on the form. A corporate bidder shall sign in the following manner:

By: _____
President, or Florida Resident Agent

The corporate seal must be affixed. Type or print the name of Surety on the line provided and affix its corporate seal.

- g. **Attach a copy of Surety's Florida Resident Agent's Power of Attorney. If not recorded, the copy of the Power of Attorney must have an original signature of the Secretary or Assistant Secretary of the Surety Company certifying to the copy. The Surety's corporate seal must also be affixed.**

C. Submission of Bids

1. At Bid Time: To be considered for the award of contract, three (3) completed and properly executed originals of the following will be required with the bid:
 - a. BID CHECK LIST with Authorized Signature (00300A-1)
 - b. BID PROPOSAL FORM (00310)
 - c. BID BOND FORM (00410)
 - d. DRUG-FREE WORKPLACE FORM (Optional - 00300A-2)
 - e. PUBLIC ENTITY CRIME SWORN STATEMENT (Mandatory - Must be notarized - 00300A-3)
 - f. PROOF OF INSURANCE

- g. INFORMATION AVAILABLE TO BIDDERS (00200)
- h. CONFIDENTIAL BIDDER QUALIFICATION FORM (00040)
- i. NON COLLUSIVE AFFIDAVIT (00480)
- j. REPRESENTATIONS, CERTIFICATIONS, and OTHER STATEMENTS OF BIDDERS (00101)
- k. **CERTIFICATE OF CONTRACTOR'S LICENSE (00420)**
- l. HUD FORM 2530 – PREVIOUS PARTICIPATION CERTIFICATE (00832)

To be accompanied by the following statement:

Authorized Signature:

All companies certify by their signature that they have read and understand the conditions and specifications of the bid and have included all required documents, and that they have the authority, capacity and capability to perform according to conditions and specifications of the bid request.

Company Name: _____
(Type or Print)

Address: _____

City, State, Zip: _____

Telephone Number: _____

Authorized Signature: _____

Printed Name and Title: _____

- a) All above listed forms shall be in one (1) envelope affixed to the outside of the envelope containing the two (2) completed and executed PROPOSAL FORMS. The **envelope containing the PROPOSAL FORM shall be plainly marked "BID" on the outside** along with the following:

TO: PALATKA HOUSING AUTHORITY
PALATKA, FLORIDA

SUBMITTED BY: (LEGAL NAME AND BUSINESS
ADDRESS OF THE BIDDER)

PROPOSAL FOR: REROOFING AT NORTHSIDE HOMES
PALATKA HOUSING AUTHORITY
PALATKA, FLORIDA

- 2. If the bid is being sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope **with the notation "BID ENCLOSED" on the face thereof, and shall be delivered to:**

Palatka Housing Authority
Attention: Willie Mae Thomas
400 North 15th Street
Palatka, FL 32177

- 3. Sealed bids must be submitted either by mail or personal delivery so that they are in receipt of the Palatka Housing Authority, on or before 3:00 PM local time, February 6, 2025. Bids will be clocked in and stamped with the date and time of receipt by an employee of the PHA. Only those bids receiving a receipt stamp on or before the bid submission deadline will be opened, reviewed and considered.
- 4. Oral, telephonic, or telegraphic bids are invalid and will not receive consideration.

1.5 BID MODIFICATION AND WITHDRAWAL:

- A. A bid may not be modified, withdrawn or canceled by the bidder during the stipulated time period following **the opening of bids as described in the "Invitation to Bid", and the bidder so agrees in submitting his Bid.** Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.

- B. Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to the party receiving such bids at the place and prior to the time designated for receipt of bids. Such notice shall be in writing over the signature of the bidder or shall be by telegram; if by telegram, written confirmation over the signature of the bidder must have been mailed and postmarked on or before the date and time set for receipt of bids; it shall be so worded as not to reveal the amount of the original bid.
- C. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are **then fully in conformance with the "Instructions to Bidders"**.
- D. Bid Security shall be in amount sufficient for the bid as modified or resubmitted.

1.6 CONSIDERATION OF BIDS

- A. **Opening of Bids: Unless stated otherwise in the "Invitation to Bid", the properly identified bids received in time will be opened publicly and will be read aloud, and an abstract of the amounts of the Base Bids and Major Alternates, if any, will be made available to all bidders. The designee for the Palatka Housing Authority will decide the specific time has arrived to open bids and no bids received after that time will be considered. No responsibility nor liability whatsoever will be attached to any PHA staff member, Board member, or the Architect for the premature opening of a bid not properly addressed and identified in accordance with the Invitation to Bid.**
- B. Rejection of Bids:
 - 1. The Owner shall have the right to reject any or all bids and in particular to reject a bid not accompanied by the required bid Security or any data required by the Bidding Documents or a bid in any way incomplete or irregular.
 - 2. The Owner shall have the right to reject any bidder who in its opinion has previously failed to perform properly, to complete his work on time, who has habitually and without just cause neglected payments of bills, or otherwise disregarded obligations or whose Surety has failed to meet its obligations on any public construction in the State of Florida.
 - 3. Any or all Proposals may be rejected if there is reason to believe that collusion exists among the bidders and no participants in such collusion will be considered for future Proposals for the same work. Proposals in which the prices obviously are unbalanced may be rejected.
- C. Acceptance of the Bid:
 - 1. It is the intent of the Owner to Award a Contract to the lowest responsible bidder provided the bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive any informality or irregularity in any bid or bids received and to accept the bid or bids which, in his judgment, is in his own best interest.

1.7 AWARD

- A. In the event the Contract is awarded to this bidder, the bidder shall enter into a formal written Agreement with the Owner in accordance with the accepted bid within ten (10) calendar days after said Contract is submitted to him and will furnish to the Owner a Contract Performance and Payment Bond with good and sufficient sureties (See Section 00600), 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 Security shall be forfeited. And further, the Owner then may either award the Contract to another responsible bidder, or re-advertise for bids, and may charge against the defaulting bidder the difference between the amount of the bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount due exceeds the amount of the Bid Bonds. If a more favorable bid is received by advertising, the defaulting bidder shall have no claim against the Owner.**
- B. The successful bidder for each phase of the Project shall, within ten (10) days of notification of selection, submit the following information:
 - 1. Percentages of work to be performed by bidder with his own forces.
 - 2. Proprietary names of the suppliers or principal items, or systems of material and equipment proposed for the work.
 - 3. Insurance Certificates.
 - 4. Submittal and Schedule Outline.
 - 5. Schedule of Values in a form acceptable to the Owner and Architect.

1.8 ADDENDUM

- A. Acknowledgment shall be made for receipt of the addenda issued during the bidding period on the Form of Proposal.

1.9 TIME OF COMPLETION

- A. The time of completion of the Project is of great importance to the Owner. It is highly desirable that the Project be substantially completed at the earliest possible time. Work shall commence when the Contractor is given written Notice to Proceed. The work shall reach Final Completion within seven (7) calendar days after the date of Substantial Completion
- B. Time of completion will be written into the basic Contract unless different times of completion are mutually agreed upon in writing by the Contractor and Owner prior to the execution of the Contract.
- C. The Contractor shall furnish sufficient forces, construction plant and equipment, and to work such hours, including overtime operations, as may be necessary to ensure the prosecution of the work, to allow the Substantial Completion and Final Completion of the Project within the specified times. Normal inclement weather will not be sufficient reason to allow an extension of time on the Project. Only exceptional weather conditions, acts of God which might cause delay in the work, or other factors outlined in the Contract Agreement between Owner and Contractor, will be considered justifiable reasons for an extension of time.
- D. Failure on the part of the Contractor to comply with the conditions of the basic Contract concerning the time in which the Project is to be completed will be considered by the Owner as a justifiable reason to invoke the conditions of the Contract relating to termination; or, at its sole option, to avail itself of the rights under Article 8 of the "Supplementary General Conditions" concerning Liquidated Damages.
- E. Bidders are informed that the following paragraphs concerning Liquidated Damages will be inserted into the basic Contract.
1. Failure to complete the project within the time fixed in this Agreement will result in substantial injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, according to the definition of Substantial Completion in Paragraph 1.21 (herein), within the time fixed or within further time if any, as may be authorized in accordance with the Contract Documents, the Contractor shall pay the Owner as Liquidated Damages for such delay, and not as penalty, Three Hundred and 00/100 Dollars (\$300.00) for each and every calendar day elapsing between the date fixed for Substantial Completion and the date of such Substantial Completion shall have been fully accomplished. It is also hereby agreed that if after thirty (30) calendar days after Substantial Completion this Project is not fully and Finally Completed in accordance with the requirements of the Contract Documents, the Contractor shall pay to the Owner as Liquidated Damages, and not as penalty, Three Hundred and 00/100 Dollars (\$300.00) for each and every calendar day elapsing for such delay until Final Completion. These Liquidated Damages shall be payable in addition to any expenses or costs payable by the Contractor to the Owner under the Contract Documents.

If awarded this Construction Contract, the bidder agrees to complete the work covered by the Contract as follows:

- a. All work shall be substantially complete within one hundred twenty (120) calendar days after the **Owner's Notice to Proceed**.
 - b. Final Completion in seven (7) consecutive days from Substantial Completion.
2. **The provision for Liquidated Damages for delay shall in no manner affect the Owner's right to terminate the Contract, as provided in the Contractor's Agreement or elsewhere in these Contract Documents and Owner's exercise of the right to terminate shall not release Contractor from his obligations to pay the Liquidated Damages, the amount hereinbefore set out. The Liquidated Damages shall be payable in addition to any excess expenses or costs payable by the Contractor under Article 23 of the Special Conditions and shall not exclude recovery of damages by the Owner under other provisions of the Contract, except for Contractor's delays.**

1.10 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:

A. Owner's Right to Require Bonds:

1. The Owner shall require the bidder to furnish a Performance Bond and Labor and Material Payment Bond covering the faithful performance of the Contract and the payment of all obligations arising thereunder equal to 100% of the Contract amount with such sureties secured through the **bidder's usual sources as may be agreeable to the parties. The cost shall be included in the Contractor's Base Bid.**
 - a. The Bonds shall be kept current with the full amount of the Contract.
 - b. The Bonds shall extend as a Maintenance Bond for one (1) year after final acceptance of the Project by the Owner.

- B. Time and Delivery and Form of Bonds:
1. The bidder shall deliver the required Bonds to the Owner not later than the date of execution of the Contract.
 2. **The Form of the Bonds shall be State Statute 235.32 "Performance Bond" and State Statute 255.05 "Labor and Material Payment Bond" as described hereunder.**
- C. Execution of the Bonds:
1. **The Contractor's Performance and Labor and Material Payment Bond shall be executed on behalf of the Contractor** in the same manner as the Contract was executed and by the same person or persons who executed the Contract; and it shall not be dated earlier than the Agreement.
 2. The Bond must be accompanied by a duly authenticated or certified document evidencing that the person executing the Bond on behalf of the Surety had the authority to do so on the date of the Bond. In the usual case, the conferring of that authority has occurred prior to the date of the Bond; and the document showing date of the appointment and enumeration of the powers of the person executing the Bond is accompanied by a certification that the appointment and powers have not been revoked and remain in effect. The date of that certification cannot be earlier than the date of the Bond.
 3. Such certificate must be manually signed or be accompanied by a duly attested Resolution adopted by a Board of Directors, stating that the signatures of the officers and the seal of the company may be affixed to any Power of Attorney or to any certificate relating thereto by facsimile; and that such facsimile signature will be valid and binding upon the company.
- D. Acceptable Surety Companies:
1. To be acceptable as Surety for Bid Bond and Performance and Payment Bonds, the Surety Company must, at a minimum, comply with the provisions described below. In addition, the PHA may reject any surety due to prior performance issues.
 2. The Surety Company must be admitted doing business in the State of Florida and shall have a Florida Resident Agent.
 3. The Surety Company shall have been in business and have a record of successful continuous operations for at least five (5) years.
 4. The Surety Company shall have at least the following minimum ratings:
 - a. **CONTRACT AMOUNT AND REQUIRED FINANCIAL RATINGS:**

	(Best Financial Rating)
\$0 to 375,000	BBB
\$375,001 to 500,000	BBB+
\$500,001 to 750,000	AA
\$750,001 to 1,000,000	AA+
\$1,000,001 to 1,250,000	AAA
\$1,250,001 to 1,500,000	AAA+
\$1,500,001 to 2,000,000	AAAA
\$2,000,001 to 2,500,000	AAAA+
\$2,500,001 or more	AAAAA
 - b. **Best's policyholder's ratings of "A" (which signifies "excellent" based upon good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock and sound investment) or an equivalent rating from the Insurance Commissioner if not rated by Best's.**
 5. The Surety Company shall not expose itself to any loss on any risk in an amount exceeding ten percent (10%) of its surplus to policyholders, provided:
 - a. Any risk or portion of any risk which shall have been reinsured (in which case these minimum requirements contained herein also apply to the reinsuring carrier) in assuming insurer authorized or approved by the Insurance Commissioner to do such business in this State shall be deducted in determining the limitations of risk prescribed in the Section.
 - b. In the case of a Surety Insurance Company, there shall be deducted, in addition to the deduction for reinsurance, the amount assumed by and co-surety, the value of any security deposited, pledged or held subject to the content of the Surety and for the protection of the Surety.

1.11 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:

- A. Form to be used: Document 00510 Form of Contract, bound herein.

1.12 NON-DISCRIMINATION CLAUSE

- A. The non-discrimination clause contained in Section 202, Executive Order 11240, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

1.13 APPRENTICE EMPLOYEE REQUIREMENTS

- A. Bidder's attention is called to the State Public Works Compliance Act, Paragraph 446.102, Florida Statutes. The Bureau of Apprenticeship in the Division of Labor, Florida Department of Commerce, will assist bidders in the determination of actual or anticipated need in complying with the statutory requirements of this law.
- B. The following pertinent Contract clauses from the Act shall be the conditions of each State of Florida Contract in excess of \$25,000.00. The bidder agrees, if awarded the Contract:
1. To hire, for their performance of the Contract, a number of apprentices in each occupation which bears to the number of the journeymen in that occupation to be employed in the performance of the Contract ratio of at least one apprentice or trainee to every five (5) journeymen.
 2. That he will, when feasible, assure that 25% of such apprentices or trainees are in their first year of training, except when the number of apprentices or trainees to be hired is fewer than four. Feasibility here involves a consideration of the availability of training opportunities for first year apprentices or trainees, the hazardous nature of the work for beginning workers and excessive unemployment of apprentices or trainees in their second and/or subsequent years of training.
 3. That during the performance of the Contract, he will make diligent efforts to employ the number of apprentices or trainees necessary to meet the requirements of subparagraphs 1. and 2. Above; however, on-the-job training programs shall only be established in non-apprenticable trades or occupations, to meet the requirements of Section 446.101, Florida Statutes.
- C. The bidder agrees to return records of employment by trade the number of apprentices or trainees, or apprentices or trainees by first year of training and of journeymen and the wages paid and hours of work of such persons, on a form as prescribed by the Bureau of Apprenticeship of the Office of Labor Relations, Florida Department of Commerce, at three (3) month intervals. Submission of duplicate copies of forms submitted to the United States Department of Labor shall be sufficient compliance with the provisions of this section.

1.14 FLORIDA PRODUCTS AND LABOR

- A. The bidder's attention is called to Section 255.04, Florida Statutes, which requires that on public bidding contracts, Florida products and labor shall be used wherever price and quality are equal.

1.15 TAXES AND PERMITS

- A. The Owner is not subject to Florida sales and use tax. However, any Contractor who purchases materials which will be used in the construction of a building will not be exempted from the sales tax on these materials **as evidenced by the following excerpt from the Florida Statutes: "The State, any county, municipality, or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to Contractors employed either directly or as agent of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof."**
- B. The Owner is not subject to:
1. Federal excise taxes on materials or appliances that are incorporated into and become a part of the completed improvement.
 2. Cost of municipal or county building permits.
- C. In every case of a purchase of materials to be incorporated in the work which are subject to Federal excise tax, the Owner will furnish to the Contractor the necessary Federal excise tax exemption certificate upon **receipt of a copy of the supplier's invoice showing the item or items, the net price and Federal excise tax** separately.
- D. The Owner will furnish certain material and equipment items as outlined in this section.
- E. The Contractor is required to obtain all required City of Palatka building permits.

1.16 PROGRESS PAYMENTS

- A. Based upon Applications for Payment submitted to and acceptable to the Architect by the Contractor, the Owner shall make monthly progress payments to the Contractor as provided in the Agreement.

1.17 ENGINEERING:

- A. Each bidder must include in his proposal all costs for verifying the suitability of the work by others which **affects the Contractor's work, and to perform all engineering and surveying and field measurements** which may be required to complete the work. Destruction and displacement of monuments by the Contractor will make said Contractor liable for all cost to reestablish the monument.
- B. Basic reference points and benchmarks will be provided by Owner. Subsequent surveying and field measurements from these points will be the responsibility of each Contractor.

1.18 **OWNER'S OPTION TO DIRECT PURCHASE MATERIALS**

- A. The Owner is tax exempt and exercises his right to purchase directly various construction materials, supplies, and equipment that may be a part of this Contract. The Owner may exercise this option at no additional cost. The Owner will, via his purchase orders, purchase the materials, and the Contractor shall assist the Owner in the preparation of the purchase orders. The materials shall be purchased from the vendors/suppliers selected by the Contractor, for the price originally negotiated by the Contractor. At the Pre-Construction Conference, the successful bidder will be given a list of the equipment and materials to be purchased by the Owner. Ten days after the Pre-Construction Conference, the Contractor shall provide the Owner with the information necessary to issue the purchase order.
- B. The Contract amount shall be reduced by the net, undiscounted amount of the purchase orders plus all sales taxes. Issuance of the purchase orders by the Owner shall not relieve the Contractor of any of his responsibilities regarding material purchases, or installations, with the exception of the payments for the materials so purchased. Contractor shall remain fully responsible for coordination, correct quantities ordered, submittal, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning and all applicable warranties.
- C. The material supplier may be required to provide a Supply Bond in the amount of 100% of the purchase order price. The Bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner. Verifying that a designated material supplier can furnish a Supply Bond (if required) will be responsibility of the Contractor.

1.19 BID PROTESTS

- A. Bid protests filed pursuant to Florida Statutes 120.57 shall be served upon Willie Mae Thomas, Executive Director, 400 North 15th Street, Palatka, FL 32177, via certified mail. Bid protests may be preliminarily filed, if followed by a certified mail original, via facsimile transmittal to Willie Mae Thomas at 386.329.0145. Bid protests must be accompanied by a cost deposit of five thousand dollars (\$5,000.00) or one percent of the total contract price, whichever is greater.
- B. In the event the protesting party is not the prevailing party, as a result of final agency action taken pursuant to 120.57, said cost deposit shall be retained by the PHA to defray its costs, expenses and fees, including reasonable attorney's fees with respect to their participation in the bid protest process. Furthermore, the unsuccessful protester shall be responsible to the PHA for all other and additional reasonable fees, expenses and costs, in the event the deposit which the PHA retains pursuant to this paragraph is insufficient to reimburse the PHA for all costs and fees incurred.

1.20 PROGRESS CLEANING

- A. **Contractor's attention is directed to Section 01500, 1.8B** of this manual. The special cleaning requirement must be adhered to during the course of construction.

1.21 SUBSTANTIAL COMPLETION

- A. Substantial Completion is the stage in progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the work for its intended use.

- B. When the Contractor considers that the work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected. The contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the **Contractor to complete all work in accordance with the Contract Documents. Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the work or designated portion thereof is substantially complete. If the Architects' inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. The Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.**
- C. When the work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.
- D. Upon Substantial Completion of the work or designated portion thereof and upon application by the Contractor and certification by the Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such work or portion thereof as provided in the Contract Documents.

END OF SECTION

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date 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.

REROOFING AT NORTHSIDE HOMES
SECTION 00100 - INSTRUCTIONS TO BIDDERS

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.

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(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

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Willie Mae Thomas, Director of Capital Funds Operations
Palatka Housing Authority
400 North 15th Street
Palatka, FL 32177

Telephone: (386)-329-0132

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

PRE-BID CONFERENCE

PART 1 – GENERAL

1.1 SUMMARY

- A. All Bidders are encouraged to attend the PRE-BID CONFERENCE described in the Invitation for Bids (Section 00020, this manual)
- B. Attendance is strongly encouraged for all Bidders. Subcontractors are also invited and encouraged to attend the Pre-Bid Conference.
- C. Agenda Outline: Prepared by Architect
 - 1. Attendance roster to be signed by all attendees.
 - 2. Introduction of Owner Architect/Engineer Project Team and Attendees.
 - 3. Project Summary and Scope of Work
 - 4. Availability of Documents
 - a. Plan Room
 - b. General Contractors
 - c. Sub-Trade Plan Availability
 - d. Set Purchases (full)
 - 5. Instructions to Bidders and Review of Bid Process (see Document 00100, this manual)
 - 6. U.S. Department of Housing and Urban Development Supplemental Instructions:
 - a. Instructions to Bidders for contracts
 - b. Representations, Certifications & Other Statements of Bidders
 - 7. Form of Contract (Document 00510)
 - 8. Proposal Submission Requirements & List(s) of Subcontractors (Documents 00099 and 00400)
 - 9. Material and Equipment (Section 01600)
 - 10. Addenda Schedule
 - 11. Contractor Question Period (answers will be included in an addendum)
 - 12. Closing Statements & Site Visit

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.1 AGENDA

- A. Copies of this agenda will be available to all parties in attendance.

END OF SECTION

INFORMATION AVAILABLE TO BIDDERS

1.1 ORIGINAL DRAWINGS

- A. Copies of the original drawings for the project are available for viewing at the office of the PHA.
- B. The PHA is not responsible for variations in the existing conditions. Bidders shall decide for themselves the character of the material and conditions to be encountered. Upon request by the bidder, the original drawings may be reviewed upon signing the following waiver:

"We acknowledge by the signature below that the use of the original drawings was intended solely for the Architect's use in the design of this project and shall not be used as a basis for calculations in the preparation of our bid. The use and interpretation of the information for any other purposes shall be entirely the responsibility of the using party."

This waiver must be signed by a person or persons authorized to bind the Bidder to a contract.

Signature

Date

Typed or Printed Name

Title

Company Name

END OF DOCUMENT

BID CHECKLIST

The following documents must be included in bid submittals with the exception of the Drug Free Workplace Program Form which is voluntary:

BID CHECK LIST with Authorized Signature (00300A-1)

BID PROPOSAL FORM (00310)

BID FORM ATTACHMENT (00400-1)

BID BOND FORM (00410)

DRUG FREE WORKPLACE FORM (Optional) (00300A-2)

PUBLIC ENTITY CRIME SWORN STATEMENT (Must be notarized) (Mandatory) (00300A-3)

PROOF OF INSURANCE (00700-36)

INFORMATION AVAILABLE TO BIDDERS (00200)

CONFIDENTIAL BIDDER QUALIFICATION FORM (00040)

NON COLLUSIVE AFFIDAVIT (00480)

REPRESENTATIONS, CERTIFICATIONS, and OTHER STATEMENTS OF BIDDERS (00101)

CERTIFICATE OF CONTRACTORS LICENSE (00420)

HUD FORM 2530 - PREVIOUS PARTICIPATION CERTIFICATE (00832)

AUTHORIZED SIGNATURE:

All companies certify by their signature that they have read and understand the conditions and specifications of the bid and have included all required documents, and that they have the authority, capacity and capability to perform according to the conditions and specifications of the bid request.

Company Name: _____
Type or Print

Address: _____

City, State, Zip: _____

Telephone Number: _____

Authorized Signature: _____

Printed Name and Title: _____

DRUG FREE WORKPLACE PROGRAM FORM

In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) **Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counselling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees that, as a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation **program if such is available in the employee’s community, by any employee who is so convicted.**
- 6) Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THIS STATEMENT, I CERTIFY THAT THIS FIRM,

(Name of Company)

COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Authorized Signature

Date

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths)

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____(name of bidder or contractor) is

2. My relationship to _____ (name of bidder or contractor) is: _____

(state relationship such as sole proprietor, partner, president, vice president)

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member, or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 6 if paragraph 7 below applies)

7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member, or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or the contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies) _____

Sworn to and subscribed before me in the state and county first mentioned above on the _____day of _____, 20 _____

Notary Public

(affix seal)

My Commission Expires _____
PUR 7068 (8/89)

BID FORM

FORM OF PROPOSAL
(Submit in Triplicate)
(Read Instructions Carefully)
(DO NOT RETYPE FORM)

DATE: _____

FROM: _____

(Name of Bidder/Firm Name)

(Address)

TO: Palatka Housing Authority
400 North 15th Street
Palatka, FL 32177

The Undersigned, hereinafter referred to as "Bidder", having visited the site of the proposed project and become familiarized with all the conditions affecting and governing the construction of the project, hereby proposes to furnish all labor, materials, equipment, and other items, facilities, and services for the proper execution and completion of:

REROOFING AT NORTHSIDE HOMES
PALATKA, FLORIDA

In strict compliance with the drawings, specifications, addenda and all other Contract documents relating thereto as prepared by and on file in the office of:

CRG Architects/Palatka, Inc.
216A St. Johns Avenue
Palatka, Florida 32177

and does hereby propose to furnish all labor, materials, equipment and services for the proper execution and completion of the work called for and described by said documents for the following:

A. BASE BID: _____ Dollars (\$_____).

COST PER COMMUNITY:

- NORTHSIDE HOMES PRICE \$_____

B. Unit Price "A":
Dollars (\$_____ per S.F)

C. Unit Price "B":
Dollars (\$_____ per S.F)

D. Unit Price "C":
Price (\$_____ per Linear Foot)

E. BID ALTERNATE: _____ Dollars (\$_____).

COST PER COMMUNITY:

- NORTHSIDE HOMES PRICE \$_____

F. GENERAL ACKNOWLEDGMENT:

In submitting this bid, the undersigned agrees to the following:

1. To honor this bid for a period of 60 days.
2. To enter into and execute a Contract if awarded on the basis of this bid, within ten (10) calendar days after Agreement is submitted to him, and to furnish all bonds and insurance required in accordance with the Instructions To Bidders, General Conditions, Supplementary General Conditions, Standard Requirements, and Special Conditions.
3. The O.S.H.A. Hazard Communication Compliance Kit is, by reference, made a part hereof. By execution of this Proposal, Contractor acknowledges the O.S.H.A. Hazard Communication Compliance Kit and will abide by its contents in its entirety.

G. ADDENDUM ACKNOWLEDGEMENT

Bidder to list all revisions received, or, if none, state "NONE RECEIVED"

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

H. BID SECURITY

1. **Accompanying this Form of Proposal is a Certified or Cashier's Check, Cash, or a Bid Bond in the amount of five percent (5%) of the Base Bid.**
2. This offer shall be open to acceptance for ninety (90) days from the bid closing date. If this bid is accepted by the PHA within the period stated above, we, the undersigned, will:
 - a. Execute the Agreement within ten (10) days of its receipt.
 - b. Commence the work within seven (7) days after written Notice to Proceed.

I. CONTRACT TIME

1. If this bid is accepted, we the undersigned will complete the work in one hundred twenty (120) calendar days from the date of Notice to Proceed.

J. ACKNOWLEDGMENTS

1. Bidder understands that the PHA reserves the right to reject any and all bids and to waive any informalities in the bidding.
2. By signing and submitting this bid, the bidder recognizes the requirements for ten percent (10%) retainage of payments, Paragraph 27.f of the General conditions, HUD Form 5370, dated April 2002, a component part of the Contract Document. The bidder further acknowledges that he understands that under the provisions of local statutes, the retainage will only be placed in an interest-bearing escrow account on project when the contract amount is above that amount specified in those local statutes. Where Contractor's retainage is not governed by local statutes, it may only be subject to being placed in an interest-bearing escrow account with the concurrence of the local HUD office. The bidder further acknowledges that the establishment of such an escrow account is not automatic and may only be considered on written request by the Contractor to the PHA.
3. The bidder represents that he () has, () has not, participated in a previous Contract or subcontract subject to the Equal Opportunity Clause herein or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114, as amended by Executive Order No. 11375 of October 17, 1967; that he () has, () has not, filed all required compliance reports and that representations indicating submission of required compliance reports, signed by proposed subcontractors will be obtained prior to subcontract awards. The bidder further represents that he will, if required, submit, and require proposed subcontractors to submit, a compliance report prior to the award of the Contract or subcontract.
4. Certification of non-segregated facilities: By signing this bid, the bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated

facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in the certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurant and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the base of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors prior to the award of subcontracts for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand and 00/100 dollars (\$10,000) which are not exempt from the provisions of the Equal Employment Opportunity Clause, that he will retain such certifications in his files; and that he will forward a notice to his proposed subcontractors as provided in the Instructions to Bidders. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

5. Contractor agrees to protect, defend, indemnify and hold the PHA, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceeding, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due to the agents. The Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

K. OFFER

1. By the act of submitting this bid for the proposed Contract, the bidder represents that:
 - a. The Bidder and all subcontractors the bidder intend to use have carefully and thoroughly reviewed the drawings, Specifications, Addenda, and other construction Contract Documents and have found them complete and free from ambiguities and sufficient for the purpose intended; further that,
 - b. The Bidder and all workmen, employees, and subcontractors the Bidder intends to use are skilled and experienced in the type of construction represented by the construction Contract Documents bid upon; further that,
 - c. **Neither the Bidder nor any of the Bidder's employee's** agents, intended suppliers or subcontractors have **relied upon any verbal representations, allegedly authorized or unauthorized from the PHA, or the PHA's** employees or agents, including Architects, engineers, or consultants, in assembling the Bid Price; and further that,
 - d. The Bid Price is solely based upon the construction Contract Documents and properly issued written Addenda and not upon any other written representation.

L. APPENDICES

Submit the following Appendices concurrent with bid submissions. *Note: Failure to include these items may cause the bid to be declared non-responsive and be rejected.*

BID CHECK LIST with Authorized Signature (00300A-1)

BID PROPOSAL FORM (00310)

DRUG FREE WORKPLACE FORM (Optional) (00300A-2)

PUBLIC ENTITY CRIME SWORN STATEMENT (Must be notarized) (Mandatory) (00300A-3)

PROOF OF INSURANCE (00700-36)

INFORMATION AVAILABLE TO BIDDERS (00200)

CONFIDENTIAL BIDDER QUALIFICATION FORM (00040)

NON-COLLUSIVE AFFIDAVIT (00480)

REPRESENTATIONS, CERTIFICATIONS, and OTHER STATEMENTS OF BIDDERS (00101)

CERTIFICATE OF CONTRACTORS LICENSE (00420)

HUD FORM 2530 - PREVIOUS PARTICIPATION CERTIFICATE (00832)

Bidder hereby certifies that all statements and amounts entered herein have been carefully prepared under the express conditions as described in the Bidding Requirements, Contract Conditions, and other Contract Documents, and that such statements are true and correct.

BIDDER: _____

ADDRESS*: _____

STATE & ZIP CODE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

**If P. O. Box is used, provide physical 911 address of business location.*

By: (Officer of Firm Authorized to sign Bid, type name and title)

(Signature of Officer)

(Type Name and Title of Officer)

Florida State Contractor License Number _____

NOTARY WITNESS THEREOF,

(Date)

(Notary Public Signature & Seal or Stamp) SEAL (if a corporation)

IN WITNESS WHEREOF, the bidder has hereunto set his signature and affixed his seal this ____ day of _____, AD 20_____.

FIRM NAME:

(TYPE OR PRINT)

BY: _____

Name and title of officer or other individual executing proposal:

NAME: _____
(TYPE OR PRINT)

TITLE: _____
(TYPE OR PRINT)

END OF SECTION

DOCUMENT 00400

BID FORM ATTACHMENT – LIST OF SUBCONTRACTORS

DIVISION OF WORK	PROPOSED SUBCONTRACTOR	PRINCIPAL/OFFICER	CORP. ADDRESS	LICENSE NO.
DEMOLITION				
ROOFING				

SIGNED: _____ (BIDDER)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned,

(Name of Principal)

as Principal, and

_____, as
Surety (Name of Surety)

are held and firmly bound unto the Palatka Housing Authority hereinafter called the "Local Authority," in the penal sum of

DOLLARS,

Lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid, dated the _____ day of _____, 20____ for _____

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within ninety (90) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contact and give such bond within the time specified, if the Principal shall pay the local Authority the difference between the amount specified in said bid and the amount for which the Local Authority may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this ____day of _____ 20 ____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

(Individual Principal) (SEAL)

(Business Address) (SEAL)

(Individual Principal) (SEAL)

(Business Address) (SEAL)

By: _____ (SEAL)
(Affix corporate seal)

Attest:

(Corporate Principal)

(Business Address)

By: _____
(Affix corporate seal)

Attest:

(Corporate Surety)

(Business Address)

By: _____
(Affix corporate seal)

(Power-of-Attorney for person signing for Surety Company must be attached.)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ certify that I am the _____

for the corporation named as Principal in the within Bond: that _____, who signed said Bond

on behalf of the Principal was then _____ of said corporation;

that I know his signature, and his signature thereto is genuine and that said Bond duly signed, sealed, and attested to for

and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

END OF DOCUMENT

DOCUMENT 00420

CERTIFICATE OF CONTRACTOR'S LICENSE

The Contractor shall provide a copy of his current license which authorizes him to perform residential work. NOTE: A city or county occupational license will not suffice for the purpose of this section. The Contractor shall provide an original ink signature on the face of the copy of the license. This shall be provided as part of the bid.

The Contractor's license number and date of registration must appear on the envelope containing the bid, otherwise the bid will not be considered.

END OF DOCUMENT

FORM OF CONTRACTOR'S CERTIFICATE AND RELEASE

CERTIFICATE AND RELEASE

Page _____ of _____

FROM: _____

TO: Palatka Housing Authority

RE: CONTRACT ENTERED INTO THE _____ DAY OF _____ 20____ BETWEEN THE:

Palatka Housing Authority, Palatka, Florida

HEREINAFTER CALLED THE LOCAL AUTHORITY AND

(Name of Contractor)

OF _____
(city) (state)

HEREINAFTER CALLED THE CONTRACTOR FOR THE

(Type of Construction)

OF the Re-Roofing at Northside Homes located in Palatka, Florida.

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that there is due and payable under the Contract and duly approved Change Orders and modifications the undisputed balance of \$ _____.
2. The undersigned further certifies that in addition to the amount set forth in Paragraph 1 hereof, there are outstanding and unsettled the following items which he claims are just and due owing by the Local Authority to the Contractor:

 (Itemize claims and amounts claimed. If none, so state.)

3. The undersigned further certifies that all work required under this contract including work required under Change Orders numbered _____ has been performed in accordance with the terms thereof, and that there are no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract and that the wage rates paid by the Contractor and all Subcontractors were in conformity with the contract provisions relating to said wage rates.
4. Except for the amount stated in paragraphs 1 and 2 hereof the undersigned has received from the Local Authority all sums of money payable to the undersigned under or pursuant to the aforementioned contract or any change or modification thereof.
5. That in consideration of the payment of the amount stated in paragraph 1 hereof the undersigned does hereby release the Local Authority from any and all claims arising under or by virtue of this contract except the amounts listed in paragraph 2 hereof; provided, however, that if for any reason the Local Authority does not pay in full the amount stated in paragraph 1 hereof, said deduction shall not affect validity of this release, but the amount so deducted shall be automatically included under paragraph 2 as an amount which the Contractor has not released but will release upon payment thereof. The Contractor further certifies that upon payment of the amounts listed in paragraph 2 hereof, and of any amount which may be deducted from paragraph 1 hereof, he will release the Local Authority from any and all

claims of any nature whatsoever arising out of said contract or modification thereof and will execute such further releases or assurances as the Local Authority may request.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____ 20____.

(Contractor) (Seal)

(Signature and Title)

_____, being first and duly sworn on oath, deposes and says, first, that is the _____ of the _____, second, that he has read the foregoing Certificate of Release by him subscribed as _____ of the _____

Affiant further states that the matters and things stated therein are, to the best of his knowledge and belief, true.

(Signature of Affiant)

Subscribed before me this _____ day of _____, 20____:

Notary: _____

My Commission expires: _____

END OF DOCUMENT

NON-COLLUSIVE AFFIDAVIT

(Prime Bidder)

State of _____

County of _____

_____, being first duly sworn, deposes and says:

That he is _____
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Palatka Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:

Bidder, if the bidder is an individual

Partner, if the bidder is a partnership

Officer, if the bidder is a corporation

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

Notary Public

My Commission expires: _____

END OF DOCUMENT

DOCUMENT 00510
FORM OF CONTRACT

THIS AGREEMENT, made this _____ day of _____ in the year Two Thousand _____ by and between, _____

- () A corporation organized and existing under the Laws of the State of _____
- () A partnership consisting of _____
- () An individual trading as _____

hereinafter called the " Contractor " and Palatka Housing Authority hereinafter called the " Local Authority. "

WITNESSETH, that the Contractor and the Local Authority for the consideration stated herein mutually agree as follows:

ARTICLE I. STATEMENT OF WORK

The Contractor shall furnish all labor, materials, and equipment and services, and perform and complete all work required for the construction and completion of:

Reroofing at Northside Homes
Palatka, Florida

in strict accordance with the above Project Specifications, and Addenda thereto numbered _____ and _____ dated consecutively _____ and _____ and the Drawings referenced to therein, all prepared by

CRG ARCHITECTS/PALATKA, INC.
216A St. Johns Avenue
Palatka, FL 32177

which said Specifications, Addenda, and Drawings are incorporated herein by reference and made a part hereof.

ARTICLE 2. THE CONTRACT PRICE

The Local Authority shall pay the Contractor for the performance of the Contract in current funds, subject to additions and deductions as provided in the Specifications, in the sum of:

_____ (\$_____).

Unit Price "A" in the sum of:

_____ (\$_____) per Sq. Ft.

Unit Price "B" in the sum of:

_____ (\$_____) per Sq. Ft.

All payments under this Contract shall be made at the office of the Local Authority.

ARTICLE 3. CONTRACT DOCUMENTS

The Contract shall consist of the following component parts:

- a.) This instrument
- b.) General Conditions (HUD-5370)
- c.) Addenda
- d.) Technical Specifications
- e.) Drawings as Indicated on Index of Drawings

This Instrument, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3. Shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in four (4) original counterparts the day and year first above written.

Attest:

(Contractor)

Witness

BY _____

Witness

TITLE _____

(Street)

(City, State, Zip)

Palatka Housing Authority
(Local Authority)

Witness

BY _____

Witness

TITLE _____

(Print or type names underneath all signatures.)

END OF DOCUMENT



AIA[®]

Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

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

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:
Amount: \$
Description:
(Name and location)
sample

BOND

Date:
(Not earlier than Construction Contract Date)

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

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

Signature: _____
Name and Title:

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

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

ADDITIONS AND DELETIONS:

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

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

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

Init.

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User Notes:

(1249266807)

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

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

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

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

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

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

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

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

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

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

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

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

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

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corporate Seal)

Company: _____ (Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____



AIA[®]

Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

sample

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond:

None

See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

Signature: _____

Name and

Title:

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

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

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

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

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

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

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

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

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

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

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corporate Seal)

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
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. 1/31/2027)

**Applicability. This form is applicable to any
construction/development contract greater than \$250,000.**

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. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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1. Definitions

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

2. Contractor's Responsibility for Work

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

3. Architect's Duties, Responsibilities, and Authority

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

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, **Schedule** 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

of the work, and that it has investigated and satisfied itself

- (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

- (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 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 **Construction** 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

- (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 **Construction 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

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

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

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

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

26. Order of Provisions

accordance with the terms and conditions of the

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

retain ten (10) percent of the amount of progress
 (a) The PHA shall pay the Contractor the price as provided in this contract.

(b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.

(c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

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

(d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

(e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in subcontract.

Name:

Title:

Date:

(f) Except as otherwise provided in State law, the PHA shall

payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

(g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

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

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

28. Contract Modifications

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

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

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

29. Changes

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

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

30. Suspension of Work

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

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

31. Disputes

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

32. Default

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

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the **Convenience** 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

- (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/Seller agrees as follows:

- (a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.
- (b) The Contractor/Seller 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, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading 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/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

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

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

(g) The Contractor/Seller 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/Seller 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 that the Contractor/Seller is in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such 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 75, 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 75 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 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

41. Interest of Members of Congress

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

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

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

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

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of **Acts** 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

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 \$27 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. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>
- (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.

() 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.

SPECIAL CONDITIONS

1. PROJECT SITE

The site of the Project is located within the city limits of Palatka, Putnam County, Florida, all shown as the "Reroofing at Northside Homes", and designated on the drawings as Site Plan.

2. TIME FOR COMPLETION

The Contractor shall prepare a schedule of completion. This schedule shall be prepared in conjunction with **the Owner's representative. After said schedule is prepared and agreed upon, the work shall be prosecuted in** accordance with that schedule. Each building will, if necessary, have a different completion date. Liquidated Damages as described hereinafter will accrue if the scheduled completion date (which is enumerated in the schedule) if not achieved. All of the work shall be completed in one hundred twenty (120) calendar days or less. There is no bonus for early completion.

3. LIQUIDATED DAMAGES

As actual damages for any delay in completion are impossible to determine, the Contractor shall be liable for and shall pay to the Palatka Housing Authority the sum of Three Hundred Dollars (\$300.00) per calendar day of delay until the work is completed and accepted.

4. PERMITS AND LICENSES

The Contractor shall obtain and pay for all permits, fees, licenses, etc., required to perform business transactions in the City of Palatka, Putnam County, Florida.

5. EXISTING CONDITIONS

The Contractor shall visit the project location and thoroughly familiarize himself with all of the existing conditions.

No extras will be allowed for items obviously necessary for the completion of the work but not specifically called out in the Specifications.

6. DRAWINGS AND SPECIFICATIONS

- a. Technical Specifications shall control over Plans, schedules shall control over general plans, large scale details over small scale and figure dimensions. Scaled dimensions shall not be allowed. Addenda and Change Orders supersede only affected portions of the Documents.
- b. **The term "furnish" includes purchase and delivery to Project Site. The term "install" includes** receiving, unloading, and storing at Project Site, installing in place, and placing in operation or finishing complete for intended use.
- c. The Drawings are intended to show the general arrangements, design and extent of the work, and are partly diagrammatic; they are not intended to be called for rough-in measurements, or to serve as Shop Drawings.
- d. Should the Drawings disagree in themselves or with the Specifications, the better quality or greater quantity of work or materials shall be furnished unless otherwise ordered in writing by the Architect.
- e. Where a typical or representative detail is shown on the Drawings, this detail shall constitute the standard in workmanship and materials throughout corresponding parts of the work; adaptation, however, shall be subject to the approval of the Architect.

7. JOB OFFICES

- a. The Contractor may, at his option, furnish and maintain, during construction of the project, office and storage facilities at the site.
- b. The Contractor shall furnish and maintain sanitary toilet facilities. Location to be determined by Owner.
- c. The Contractor and his subcontractors may maintain such office and storage facilities on the site as may be necessary in the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Owner shall be consulted with regard to locations.

- d. Upon completion of the project, or as directed by the Palatka Housing Authority or Architect, the Contractor shall remove all such temporary structures and facilities from the site, same to become his property, and leave the premises in the condition required by the Contract.
- e. If the Contractor elects to store materials on the Project Site, the Contractor shall provide his own storage containers and maintain same during the term of the Contract. Contractor shall provide proper insurance for all stored materials.

8. MINIMUM RATES OF PAY

A schedule of the minimum rates of pay applicable to this Contract is attached.

9. COMMUNICATIONS

- a. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract or at such other office as he may from time to time designate in writing to the Palatka Housing Authority or deposited in the United States mail in a sealed, postage-prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- c. All papers required to be delivered to the Palatka Housing Authority or Architect shall, unless otherwise specified in writing to the Contractor, be delivered to the Palatka Housing Authority at 400 North 15th Street Palatka, Florida 32177, and any notice to or demand upon the Palatka Housing Authority or Architect shall be sufficiently given if so delivered, or deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Authority or Architect at such address, or to such other representatives of the Palatka Housing Authority may subsequently specify in writing to the Contractor for such purpose.
- d. Any such notice shall be deemed to have been given as of the time of actual delivery; or, in the case of mailing, when the same should have been received in due course of post; or, in the case of telegrams, at the time of actual receipt.
- e. All day to day communication with the Owner shall be as follows:
Willie Mae Thomas
Tel: 386.329.0132, ext. 215
Fax: 386.329.0162
- f. If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents and fails within seventy-two (72) hours after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may make good such deficiencies. In such case and appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor at a cost of correcting such **deficiencies including compensation for the Architect's additional services made necessary by such** default, neglect, or failure. Such action by the Owner and the amount charged to the Contractor are both subject to prior approval of the Architect. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.
- g. Should the Architect or Owner find any person(s) employed on the project to be incompetent, unfit, or otherwise objectionable for his duties and so certified the facts to the Contractor, the Contractor shall immediately cause the employee to be dismissed and said employee shall not be re-employed on this project without the written consent of the Architect and Owner.

10. SUBSTITUTIONS

- a. Except where limitations on approved products pursuant to Florida Statute 255.04(1) appear elsewhere in the Contract, when reference is made in the Contract Documents to trade names or manufacturers, such references are made solely to indicate that products of the description may be furnished and are not intended to restrict competitive bidding. If it is desired to use products of trade **or brand names or of manufacturer's names which are different from those mentioned in the Contract Documents**, application for the approval of the use of such products must be in receipt of the Architect at least ten days prior to the opening of Bids. The latter provision is a restriction which applies only to the party making the submittal. Therefore, the aforesaid restriction does not inhibit the Architect from adding trade names or names, brand names or names, or manufacturers by addendum. The burden of proving acceptability of a proposed product for use in place of a product or products designated by trade name or names, brand name or names or by the name or names of manufacturers in the Contract Documents rests on the party submitting the request for approval. The written application for approval of a proposed product must be accompanied by technical data which the party requesting approval desires to submit in support of his application. The Architect will give consideration to reports from reputable independent testing laboratories, verified experience records showing the reputation of the proposed product with previous users, evidence of reputation of the manufacturer for prompt delivery, evidence of reputation of the manufacturer for efficiency in servicing its products, or any other written information that is helpful in the circumstances.

The application to the Architect for approval of a proposed product must be accompanied by a schedule setting forth in which respects the materials or equipment submitted for consideration differ from the materials or equipment designated in the Contract Documents. The degree of proof required for approval of a proposed product as acceptable for use in place of a named product or named products is that amount of proof necessary to convince a reasonable person beyond all doubt. To be approved, a proposed product must also meet or exceed all express requirements of the Contract Documents. If the submittal is approved by the Architect an addendum will be issued to all prospective Bidders. Issuance of an addendum is the representation to all Bidders that the Architect in the exercise of his professional discretion established the product submitted for approval is acceptable and meets or exceeds all express requirements. In order for the Architect to prepare an addendum intelligently, the application for approval of a product must be accompanied by a copy of the published recommendations of the manufacturer of the product in accordance with the recommendations of the manufacturer of the product. (See Article 3.14, AIA General Conditions which required that the Contractor do all cutting and fitting that may be required to make the several parts of his work come together properly and fit).

- b. Unless requests for approvals of other products have been received and approvals have been published by addendum in accordance with the above procedure, the successful Bidder may furnish no **products of any trade names, brand names, or manufacturers' names except those designated in the Contract Documents** with exception of changes or substitutions that may be affected via Change Order in accordance with Article 12 of the AIA General Conditions. Any party who alleges that rejection of a submittal is the result of bias, prejudice, caprice, or error on the part of the Architect/Engineer may request a conference with a representative of the Owner, provided: That the request for said conference, submitted in writing, shall have reached the Owner at least five days prior to the date set for opening Bids, time being of the essence. By making request for substitutions based on Clause 4.5.1 above, the Contractor:
1. represents that he has personally investigated the proposed substitute and determined that it is equal or superior in all respects to that specified;
 2. represents that he will provide the same warranty for the substitution that he would for that specified;
 3. certifies that the cost data presented is complete and includes all related cost under this **Contract but excludes costs under separate contracts, and excludes the Architect's/Engineer's** redesign costs, and waives all claims for additional costs related to the substitution which subsequently became apparent and;
 4. will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be completed in all respects.

11. BUILDING PERMIT

- a. The Contractor is required to secure all necessary permits from the City of Palatka Building and Zoning Departments.

12. SITE STORAGE

- a. The Contractor shall confine his equipment, storage of materials, and operations of his workmen to limits directed by the Architect. Materials shall not be brought onto the site until reasonably required for the progress of the work. Storage space will be confined to a designated area of the site. When the site is not in a condition to receive a material shipment, the Contractor shall have materials properly stored elsewhere at no additional cost to the Owner. No payment for materials shall be made unless material is stored on site.
- b. Material shall be arranged and maintained in an orderly manner with use of walks, drives, roads and entrances unencumbered. Store, place and handle material and equipment delivered to Project Site so as to preclude inclusion of foreign substances or causing discoloration. Pile neatly and completely and barricade to protect public from injury. Protect material as required to prevent damage from ground or weather. Should it be necessary to move material at any time, or move sheds or storage platforms, Contractor shall move them as and when required at no additional cost to the Owner. The Owner assumes no responsibility for stored materials in building or on site. The Contractor shall assume full responsibility for damage due to storing of materials. Repairing of areas used for the placing of sheds, offices, and storage of materials shall be done by Contractor.

13. ADMINISTRATION OF THE CONTRACT

- a. Communications Facilitating Contract Administration: Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and the Contractor shall endeavor to communicate through the Architect. Communications by and with subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.
- b. **The Contractor's attention is directed to Section 00700, Page 11, Section 27, Paragraph e.** This form shall be completed at each request for payment and submitted to the Architect.

- c. **Based on the Architect's observations and evaluations of the Contractor's Applications for Payment,** the Architect will review and certify the amounts due the Contractor and will issue certificates for Payment in such amounts.
- d. The Architect will have the authority to reject work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the work, whether or not such work is fabricated, installed, or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the work.
- e. **The Architect will review and approve or take other appropriate action upon the Contractor's** submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. **The Architect's action will be taken with such reasonable promptness as to cause no** delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing **sufficient time in the Architect's professional judgement to permit adequate review.** Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as **required by the Contract Documents.** **The Architect's review of the Contractor's submittals shall not relieve the Contractor of contractual obligations.** **The Architect's review shall not constitute approval** of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences, **or procedures.** **The Architect's approval of a specific item** shall not indicate approval of an assembly of which the item is a component.
- f. The Architect will prepare Change Orders and Construction Change Directives and may authorize minor changes in the work.
- g. The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner for review and records written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.
- h. If the Owner and the Architect agree, the Architect will provide one or more project representatives to **assist in carrying out the Architect's responsibilities at the site.**
- i. The Architect will interpret and decide matters concerning performance under and requirements of the **Contract Documents on written request of either the Owner or the Contractor.** **The Architect's** response to such requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 16, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.
- j. Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results or interpretations or decisions so rendered in good faith.
- k. **The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent** expressed in the Contract Documents.

14. PROJECT MEETINGS

- a. Project meetings will be held at times designated by the Architect after conference with the Contractor. Contractor and designated Subcontractors must attend these meetings. If the principal of the firm does not attend meetings, the individual representing the firm must be a responsible representative of the company who can bind the company to a decision at the meeting.

15. CHANGES IN THE WORK

- a. The cost of all changes in the work shall be substantiated by complete itemized statements showing quantities and unit prices for material, labor (including all fringe benefits), equipment and other items of cost. Costs of labor (including all applicable fringe benefits) and materials shall be actual costs to the Contractor. The Contractor shall submit receipts or other evidences, as the Architect may direct, showing his actual costs and his rights to the payment claims.
- b. The maximum percentage of profit and overhead which may be added to actual costs of changes in the work shall be as follows:
- c. For work done by his own organization, the Contractor may add ten percent (10%) of his actual costs.

- d. For work done by Subcontractors, the respective Subcontractor may add ten percent (10%) of their **costs and the Contractor may add (5%) of the above Subcontractor's total.**
- e. Overhead shall include the following: Supervision, wages or time-keepers, watchmen and clerks, **hand tools, incidentals, general office expense, and all other expenses not included in "cost".**
- f. Authorization for changes in the work shall be made in writing by the Architect and the Owner, and no claim for a revision of the Contract Sum shall be valid unless so authorized.
- g. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of material at the trade discount cost, including sales tax and cost of delivery; cost of labor, including Social Security, old age and unemployment insurance, and fringe benefits required by agreement of **custom; workers' compensation insurance; bond premium not exceed one percent (1%); rental value** of equipment and machinery at trade discount cost plus sales tax and the additional cost of supervision directly attributable to the change only if the change (or total time extension of all changes) results in an extension of the contract time for more than thirty days. The bond premium of all credit amounts shall be added to the total credit allowed the Owner. No bond cost shall be allowed **for a Subcontractor's bond cost.**

16. TIME:

- a. The Contractor shall furnish sufficient forces, construction plant and equipment, and shall work such hours as may be necessary to insure prosecution of the work in accordance with the approved progress schedule. In no case, however, shall any work be allowed after 7:00 p.m. (local time) until 7:00 a.m. (local time) any day. No work shall be performed after 7:00 p.m. on Saturday until 7:00 a.m. the following Monday. If the Contractor falls behind the progress schedule, he shall take such steps as may be necessary or as may be directed by the Owner to improve his progress by increasing the number of shifts, overtime operations, days of work, and the amount of construction plant, as may be required, at no additional cost to the Owner.
- b. Failure of the Contractor to comply with the requirements under this provision shall be grounds for determination that the Contractor is not prosecuting the work with such diligence as will ensure completion within the time specified and such failure constitutes a substantial violation of the conditions of the Agreement.

17. PAYMENTS AND COMPLETION

- a. The Contractor shall, within ten (10) days from the date of Notice of Award and prior to first application for payment, submit to the Architect three (3) copies of a correct and completely itemized schedule of contract values which will reflect the cost of each subdivision of work each specification **section. The value of each item shall include a true proportionate amount of the Contractor's** overhead and profit. The sum of all such scheduled values shall equal the Contract sum as evidenced by the Agreement. If requested, the Contractor shall submit substantiating data for schedule of **contract values will accompany and support the Contractor's periodic applications for payment and** shall indicate the value of suitable stored material as well as labor performed and materials incorporated into the work for each subdivision of the schedule during the period for which the requisition is prepared.
- b. Ten percent (10%) of each payment will be retained until the Contract, including Change Orders, is complete. Payments of the amounts retained will be due ten (10) days after final acceptance by the Owner and issuance of certificates by the State as described in Paragraph 9.9.1
- c. Final payment shall be made to the Contractor as provided by the Agreement between the Owner and Contractor. Application for final payment shall be in the same form as application for progress payments as described in Paragraph 9.3.1 and shall be accompanied by the following additional items:
- d. Completed and notarized waivers and releases of lien in a form acceptable to the Architect and Owner.
- e. Such other data and substantiating information as may be required elsewhere in these Contract Documents including but not limited to all required guarantees, warranties, operating and maintenance manuals, As-Built Drawings, or as may be required by the Owner or Architect and as described in DIVISION 1, SECTION 1701 - CONTRACT CLOSEOUT PROCEDURES
- f. Consent of Surety.

18. INSURANCE

- a. **Builder's Risk Insurance:** Contractor shall purchase, maintain, and pay for the costs of **Builder's Risk Insurance** (fire, extended coverage, vandalism, theft, and malicious mischief) on all construction **materials and the buildings or structures in the course of construction. Said Builder's Risk insurance shall inure to the benefit of Owner and Owner's interests. Contractor shall be responsible for paying** for any and all losses, excluding any loss which is the result of natural causes. Contractor shall be **responsible for the loss of, or damage to, any and all of Contractor's personal property; such as tools, equipment, mobile office, etc.**
- b. **Extended Coverage:** The usual form currently available and covering perils of windstorm, hail, explosive, riot and civil commotion, damage from aircraft and vehicles and smoke damage.

- c. Liability Insurance: The Contractor will purchase and maintain during the entire time of this Agreement comprehensive general liability and comprehensive automobile liability insurance as shall protect him from claims for property damages which may arise from operations under this Agreement whether such operations be by himself or by anyone directly or indirectly employed by him, and the amounts of such insurance shall be the minimum limits as follows:
- d. Comprehensive General Liability including Personal Injury, Products Completed Operations Coverage, **Independent Contractor's Protective, and Contractual Liability.**

Bodily Injury and Property Damage:

\$1,000,000	General Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Products/Completed Operations

Personal Injury Liability: \$1,000,000

Products and Completed Operations to be maintained for one (1) year after final payment.

Property Damage Liability Insurance will provide X, C, and U coverage when such contracts are affected. Owner shall be named as additional insured on all liability insurance.

- e. Comprehensive Automobile Liability:

Bodily Injury:	\$1,000,000	Each Occurrence
Property Damage:	\$1,000,000	Each Occurrence

- f. **Worker's Compensation Insurance: Contractor shall take out and maintain, during the life of this Agreement, Worker's Compensation Insurance in compliance with Chapter 440, Florida Statutes, for all of his employees connected with the work of this project and further, the Contractor shall require his Subcontractors similarly to provide Worker's Compensation Insurance. In case any class of employee engaged in hazardous work under this Contract at the site of project is not protected under the Workmen's Compensation Statute, the Contractor shall provide, adequate insurance satisfactory to the Owner for the protection of his employees not otherwise protected.**

Required Limits:

1. **Worker's Compensation** - Statutory Benefits
2. **Employer's Liability**

\$1,000,000 each employee	Bodily Injury by accident
\$1,000,000 each employee	Bodily Injury by disease
\$1,000,000 policy limit	Bodily Injury by disease

- g. Anything in the Contract Documents to the contrary notwithstanding and in addition to the insurance required to be maintained by the Contractor as hereinabove set forth, Contractor agrees to indemnify, hold harmless and defend Owner and Architect against any and all claims, loss, damage to or destruction of property including, without limitation, property and employees of Owner, occurring wholly or in part, as the result of work done or omitted to be done by, or contracted to be done but not done by, Contractor or his Subcontractors or the employees or agents or invites either arising from injury to or death of persons or damage to or destruction of property due or claimed to be due, in whole or in part, to any negligence or fault of Owner or its employees, agents, or invites, except claims, loss, damage, costs or expense resulting from risks as are hereinabove required to be insured by Owner.
- h. Contractor shall submit to Owner before commencement of work, evidence of the above require insurance, which shall contain certification by the insurance companies that such insurance shall not be cancelled or materially changed until at least ten (10) days prior to written notification being given **to the Owner. The Form of Certificate shall be the standard "Accord" form, Certificate of Insurance.** The Contractor shall furnish the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

19. UNCOVERING AND CORRECTION OF WORK

- a. If, after the approval of final payments and prior to expiration of one (1) year thereafter, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, it shall be repaired by the Contractor. In the case of an emergency, brought about by defective work of the Contractor, the

Owner may proceed immediately to make the necessary repairs and charge the cost of same to the Contractor without giving any notice to the Contractor.

20. TERMINATION OF THE CONTRACT

TERMINATION BY THE OWNER

- a. If the Contractor is adjudged a bankrupt, or makes a general assignment for the benefit of creditors, **or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently** or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or fails to make prompt payment to Subcontractors for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or if the Contractor:
1. Fails to correct, replace and/or re-execute faulty or defective work and/or materials furnished under this Agreement; or
 2. Fails to complete or diligently proceed with the Work required by this Agreement, within the time constraints of the construction schedule maintained by the Architect; or
 3. Fails to correct or repair any damage to Work caused by him or his failure to protect his Work or the work of others; or
 4. Fails to provide safe and sufficient facilities, orderly premises and the cleanup of the Work required under this Agreement; or
 5. Is unable to proceed with the Work because of any action by one or more employees of the Trade Contractor or by a person or labor organization supporting or attempting to represent any employees of the Trade Contractor; or otherwise is guilty of a substantial violation of the provision of the Contract Documents, and fails within 72 hours after receipt of written notice to commence and continue correction of such default, neglect or violation with diligence and promptness, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may without prejudice to any other remedy the Owner may have, terminate the employment of the Contractor and take possession of the site and all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

21. SCHEDULE OF DRAWINGS:

CS	Cover Sheet
Architectural	
A-0.1	Abbreviations and Legends and Site Plans
A-1.0	Northside Homes Site Plan, Roof Plan, and Elevations
A-1.1	Northside Homes Roof Plans and Elevations
A-1.2	Northside Homes Roof Plans and Elevations
A-2.0	Details and Notes

END OF DOCUMENT

A. APPLICABILITY

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

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) 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 classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
 1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B.** The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C.** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D.** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E.** The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

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, in accordance with the criteria set forth in 29 CFR 5.28, 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.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working 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

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity**

i. **Apprentices**

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii **Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

- 1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
- 3. Withholding for unpaid wages and liquidated damages**
 - i. Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B.** A contracting agency for its procurement costs;
 - C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
 - D.** A contractor’s assignee(s);
 - E.** A contractor’s successor(s); or
 - F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- 4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

DOCUMENT 00820

Davis-Bacon Wage Determination

(Prevailing Wage Rate)

General Decision Number: FL20240047 01/05/2024 FL90

Superseded General Decision Number: FL20230047

State: Florida

Construction Type: Residential

County: Putnam County in Florida.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or before or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number 0 Publication Date 01/05/2024

* PAIN0078-001 07/01/2023

	Rates	Fringes
GLAZIER.....	\$26.56	\$13.67
SUFL2009-086 06/08/2009		
CARPENTER, Excludes Drywall Hanging.....	\$13.29	0.00
CEMENT MASON/CONCRETE FINISHER.....	\$10.89	0.00
DRYWALL FINISHER/TAPER.....	\$10.00	0.00
DRYWALL HANGER.....	\$12.35	0.00
ELECTRICIAN.....	\$10.89	0.00
HVAC MECHANIC (HVAC Duct Installation Only).....	\$10.30	0.00
INSULATOR: Batt and Blown.....	\$14.70	0.00
LABORER: Common or General.....	\$10.31	0.00

LABORER: Mason Tender - Cement/Concrete.....	\$9.00	0.00
LABORER: Pipelayer.....	\$14.19	0.00
OPERATOR: Backhoe.....	\$13.92	0.00
OPERATOR: Loader.....	\$12.00	0.00
PAINTER, Includes Brush, Roller and Spray (Excludes Drywall Finishing/Taping).....	\$10.35	0.00
PLUMBER.....	\$13.00	0.00
ROOFER, Includes Built Up, and Shake & Shingle Roofs.....	\$11.64	0.00
TRUCK DRIVER.....	\$10.00	0.00

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

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

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

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

Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
- * a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Controlling Participant(s) of Covered Projects <i>(See instructions)</i>		For HUD HQ/FmHA use only	
Reason for submission:			
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount \$	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)

7. List all proposed Controlling Participants and attach complete organization chart for all organizations showing ownership %

Name and address (Last, First, Middle Initial) of controlling participant(s) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number (TIN)

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
 2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
 - b. The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;
 - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
 - e. The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - f. The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - g. The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
 3. All the names of the controlling participants who propose to participate in this project are listed above.
 4. None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
 5. None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
 6. None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
 7. None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
 8. Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.
- 1/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

Name of Controlling Participant	Signature of Controlling Participant	Certification Date (mm/dd/yyyy)	Area Code and Tel. No.
This form prepared by (print name)			Area Code and Tel. No.

SECTION 01005

ADMINISTRATIVE PROVISIONS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Work covered by Contract Documents.
- B. Contract method.
- C. Alternates.
- D. Applications for payment and close out.
- E. Coordination.
- F. Progress Cleaning.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Contract Documents were prepared to reflect work for this Project.

1.3 CONTRACT METHOD

- A. Work to be constructed by the Contractor will be contracted under lump sum Contracts.

1.4 APPLICATIONS FOR PAYMENT

- A. Contractor shall be required to submit his own applications for payment and closeout material in accordance with Sections 01019 and 01701.

1.5 COORDINATION

- A. Contractor shall be required to coordinate the Work of his own trade to special and functional requirements in accordance with Section 01040.
- B. The Owner's Modernization Officer will coordinate scheduling and interrelation between Work of Contractor and that by PHA's forces, if any.

1.6 PROGRESS CLEANING

- A. Contractor shall be responsible for progress cleaning behind his own forces in accordance with Section 01500.

END OF SECTION

SECTION 01010
SUMMARY OF WORK

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Work Covered by Contract Documents.
 - 1. Reroofing at Northside Homes.
- B. Work by PHA.
 - 1. None
- C. PHA-Furnished Items.
 - 1. None
- D. Contractor use of site.
 - 1. A site area for staging and storage will be provided by the Owner. This area will be determined at the Pre-Construction Meeting.
- E. Work Sequence and Scheduling.
 - 1. Contractor shall schedule all work in advance with PHA.
- F. PHA Occupancy.
 - 1. Residential units will remain occupied during this project.
- G. Partial PHA Occupancy.
 - 1. Units occupied shall remain occupied during all phases of this project.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work of this Contract comprises the replacement of roofing systems at the **Northside Homes** located in Palatka, Florida, for the Palatka Housing Authority (PHA). The Work includes:
 - 1. Items broadly identified in the Bid Form Section 00310.
 - 2. Refer to Project Manual of the Specifications for specific details.
 - 3. Drawings

1.3 WORK BY PHA: None

1.4 PHA-FURNISHED ITEMS: None

1.5 CONTRACTOR USE OF SITE

- A. Limit use of site to allow:
 - 1. PHA occupancy.
 - 2. Work by Others and work by PHA.
 - 3. Use of site by tenants.
 - 4. Emergency traffic throughout the Project.
- B. **Coordinate access and use of premises under direction of PHA's Modernization Officer.**
- C. Obtain and pay for use of additional storage and work areas needed for operations under this Contract.

1.6 WORK SEQUENCE AND SCHEDULING

- A. Construct Work in stages to accommodate PHA's occupancy requirements during the construction period, coordinate construction schedule and operations with PHA:
 - 1. Stage construction with PHA approval so Work will be completed and accepted by the PHA for occupancy.

1.7 PHA OCCUPANCY

- A. With the exception of any vacated dwellings, the PHA will occupy site dwelling units during the entire construction period. Coordinate scheduling of operations with PHA to minimize conflict and to allow PHA usage.
 - 1. Coordinate with the PHA interruption of utility service to the existing facilities.
 - 2. The Contractor will be held responsible for damage resulting from a lack of Coordination.

1.8 PARTIAL PHA OCCUPANCY

- A. Schedule with PHA and substantially complete appointed portions of Work for PHA's occupancy.
- B. Immediately after completion of work on any building, PHA and HUD representatives, Architect, and Contractor will jointly examine the work completed. The Architect will document the condition to itemize the Contractor's remaining obligation to those areas.
- C. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not meeting requirements of the Contract Documents. Contractor shall allow:
 - 1. Access for residents.
 - 2. Use of parking facilities.

END OF SECTION

SECTION 01019

CONTRACT CONSIDERATIONS

PART 1 - GENERAL

1.1 SECTION INCLUDES:

- A. Schedule of Amounts for Contract Payments.
- B. Periodical Estimate for Partial Payments.
- C. Subcontractors.
- D. Change Procedures.
- E. Insurance Requirements.
- F. Prevailing Wage Rates.
- G. Affirmative Action Program.

1.2 RELATED SECTIONS

- A. Document 00510 - Form of Contract: Contract Price.
- B. Document 00700 - General Conditions:
- C. Document 00700 - General Conditions: Requirement for Worker's Compensation, Commercial General Liability, Automobile Liability, and Builder's Risk Insurance.
- D. Section 01200 - Project Meetings: Job Visitor's Log.
- E. Section 01300 - Submittals: Construction Photographs.
- F. Section 01600 - Material and Equipment: Product substitutions.

1.3 SCHEDULE OF AMOUNTS FOR CONTRACT PAYMENTS

- A. Submit typed schedule on HUD Forms 51000 (2 pages) and 51001 (2 pages) -Schedule of Amounts for Contract Payments and Periodic Estimate for Partial Payment. Computer generated simulation, bearing the required original signatures, in a corresponding format against which no exception is taken by the Architect and which is acceptable to the PHA and HUD, may be substituted for the above forms.
- B. Submit three copies of Schedule of Amounts for Contract Payments, each copy bearing original signature, within 15 days after date established in Notice to Proceed and at least 7 working days before submission first Periodical Estimate for Partial Payment.
- C. Format: Contractor may use divisions of work appropriate to the scope of the Project, with the concurrence of the Architect, instead of Master List of Items on HUD Form 51000a. Site mobilization, bonds, insurance, and punch list may be listed separately.
- D. Include within each line item, a directly proportional amount of contractor's overhead and profit.

1.4 PERIODICAL ESTIMATE FOR PARTIAL PAYMENT

- A. Submit to Architect three copies, each copy bearing original signatures, of each estimate on HUD Form 51001 - Periodical Estimate for Partial Payment. Divide the required forms and attachments comprising the complete Periodical Estimate for Partial Payment into three distinct submittal packages, individually secured by staples or clips. Additionally submit one complete copy to Clerk-of-the-Works simultaneously with submittal to Architect.

- B. Content and Format: Use Schedule of Amounts for Contract Payments for listing items in Periodical Estimate for Partial Payment. Payments will be allowed for completed line items only if they bear an identifiable relationship to the description and unit of measure breakdown on the PHA approved Schedule of Amounts for Contract payments, e.g., rough-in must be separately listed on the Schedule of Amounts for Contract payments if payment is desired before work item is completely finished. List on Periodical Estimate for Partial Payment columns clearly showing item number, description, unit price, and total quantity for each line item from Schedule of Amounts for Contract Payments, as well as amount of Work completed to date and extended amount due.
- C. Materials Stored on Site: Include, with each copy of estimate, HUD Form No. 51003 - Schedule of Materials Stored and HUD Form No. 51004 - Summary of Materials Stored. Reference attached invoices by invoice number next to each item listed on the Schedule of Materials Stored. An insurance certificate for the value of the materials listed must be included with the initial estimate to which this is an attachment.
- D. Materials Stored Off-Site: Under the provisions of this Contract, no compensation will be made to the Contractor for materials stored off-site.
- E. Documentation: Include, with each copy of estimate, copies of materials invoices for materials stored to substantiate the request for partial payment. Invoices must be legible and bear signature showing material was received to be honored. Delete any materials listed in invoices which is not for this Contract. Reference line-item number listed on the Schedule of Materials Stored by clearly marking on each invoice. As work progresses, organize documentation to show plainly the additions to materials stored and deletion for materials used for work in place, and clearly correlate to work in place occurring since preceding estimate. Do not mark up invoices for this purpose but attach a separate sheet clearly showing the additions to and deletions from materials stored.
- F. Change Orders: Include, with each copy of estimate, HUD Form 51002 - Schedule of Change Orders showing all changes to the Contract Price accepted by the PHA at the date of submittal.
- G. Construction Progress Schedule: Include, with each copy of estimate, HUD Form 5372 - Construction Progress Schedule, and also a bar chart, updated to show the relationship between actual and anticipated progress.
- H. Computer generated simulation, bearing the required original signatures, in a corresponding format against which no exception is taken by the Architect and which is acceptable to the PHA and HUD, may be substituted for the above forms. Facsimile or electronic transmission of this material is not permitted.
- I. Job Visitor's Log: Include with submittal of each Periodical Estimate for Partial Payment five copies of Visitor's Log for the period covered by this estimate.
- J. Include Contractor's Certification that all invoices from subcontractors and material suppliers represented in Periodical Estimate for partial payment will be paid within five working days of Contractor's receipt of payment.
- K. Payment Period: As set forth in Document 00700.
- L. Payment Processing: Each Periodical Estimate for Partial Payment must be received by the Architect no later than the last day of each month. The omission if any required attachments; the failure to clearly organize, cross-reference, and correlate submittal; or other nonconformance with the requirements of this Article may delay processing or cause Periodical Estimate for partial Payment to be returned without review. If the Contractor requests payment for items which have not been acceptably completed, those items will be deleted, and the payment adjusted accordingly. Payment may be withheld if Contractor has not submitted all required reports, such as payroll reports, to the PHA.

1.5 SUBCONTRACTORS

- A. All Contracts between the Contractor and subcontractors shall contain the equal opportunity employment requirements and the prevailing wage rate requirements.
- B. The Contractor is responsible for determining that potential subcontractors and suppliers are not on the HUD Consolidated List of Debarred, Suspended or Ineligible Contractors and Grantees under

provisions of Document 00700. Submittal of HUD Form 5371, Request for Acceptance of subcontractor, is not required.

- C. Before a particular subcontractor begins work on this Project, his required insurance certificates must be received by the Architect and by PHA.

1.6 CHANGE PROCEDURES

- A. The Architect will advise of minor changes in the work not involving an adjustment to the Contract Price or Contract Time as authorized by Document 00700, by issuing Field Orders. Should the Contractor consider any such change to involve the need for adjustment to the Contract Price or to the Contract Time, he shall inform the Architect before proceeding with that change.
- B. The Architect may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised drawings and Specifications, a change in Contract Time for executing the change, with a stipulation of any overtime work required. Contractor will prepare and submit under provisions of Document 00700.
- C. The Contractor may propose a change by submitting a request for change to the Architect, describing the proposed change and its full effect on the work. Include a statement describing the reason for the change and the effect on the Contract Price and Contract Time with full documentation, and a statement describing the effect on work by separate or other contractors where applicable. Document any requested substitutions as described in Section 01600. Submit requests for substitutions under provisions of Section 01300. Proposal request initiated by the Contractor may not be on a preprinted "Change Order" form, nor include a place for authorizing signature.
- D. Stipulated Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order, as prepared by the Architect into the form of a Change Order, and as approved by the PHA and HUD. Any work related to a pending Stipulated Price Change Order before receipt by the Contractor of a fully executed copy is at his own risk.
- E. Direct Cost Change Order: For predetermined unit cost and quantities, the Change Order will be executed in a fixed price basis and a Stipulated Price Change Order executed. For quantities of units of work which are not predetermined, changes in Contract Price or Contract Time will be computed based in submittal of an itemized account and supporting data to establish direct cost prices by occurrence before undertaking changes. The Contracting Officer will determine the change allowable in the Contract documents and authorize the Contractor to proceed based on incorporating the work in a Change Order at such time as the quantities are known. Any work related to a pending Direct Cost Change Order before receipt by the Contracting Officer is at his own risk.
- F. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

1.7 INSURANCE REQUIREMENTS

- A. The following Subparagraphs amend the last sentence of Section 36, Insurance, Part b, Section 00700 General Conditions of the Contract for Construction - Public Housing Program, HUD, 5370 (4/02).
 - 1. The two parts of the provision (minimal modernization work and the ability to endorse existing fire and extended coverage insurance) would have to be met before the exemption to purchasing Builder's Risk Insurance would apply.
 - 2. The criteria for determining which modernization activities would not involve structural alterations shall be, whether such activities cause any modifications, whatsoever, to the structure/fabric of the housing unit.
 - 3. The criteria for determining the viability of endorsing a PHA's existing fire and extended coverage to include Builder's Risk Insurance for limited modernization work, shall be whether such endorsement could be accomplished at no additional cost to the PHA.
 - 4. Where the modernization work is insured under the PHA's existing policy, the PHA will notify the Contractor of this coverage.
 - 5. If the existing policy cannot be endorsed to include the modernization activities, the Contractor shall obtain a Builder's Risk Policy on a "100% Completed Value". This policy shall remain in effect through substantial completion of the modernization work, at which time the coverage will be transferred to the PHA's existing policy.
- B. The following Subparagraph extends requirements of Section 36, Insurance, Part c, Section 00700 - General Conditions of the Contract for Construction - Public Housing Program, HUD 5370 (4/02).

1. The PHA will monitor the insurance policies obtained by the Contractor and all subcontractors to ensure that coverage required by the Contract is kept in force until the Contractor's work is accepted by the PHA. The PHA will notify the Contractor to stop work if the required insurance coverage is not in force at the time the work begins or if the coverage expires before the work is accepted. The PHA also will notify the Contractor that any such work stoppage is an infraction of the Contract and that the Contractor is liable for any losses or delays.
- C. The following Subparagraphs amend and extend Insurance, Section 00700 - General Conditions of the Contract for Construction - Public Housing Program, HUD 5370 (4/02).
1. Workers Compensation: Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employers' liability with a limit of \$100,000 each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.
 2. Comprehensive General Liability: Shall have minimum limits of \$2,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage, extended coverage umbrella (XCU) coverage, and contractual liability endorsement.
 3. Business Auto Policy: Shall have minimum limits of \$1,000,000 per occurrence combined single limit from bodily injury liability. This shall include: owned vehicles, hired and non-owned vehicles, and employee non-ownership.
 4. The PHA is to be included as an additional insured on both the comprehensive general liability and business auto liability policies.
 5. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the Project. Renewal certificates shall be sent to the PHA 30 days prior to any expiration date. There shall also be a 30-day notification to the PHA in the event of a cancellation or modification of any stipulated insurance coverage. Certificate of insurance meeting the required insurance provisions shall be forwarded to the PHA. Wording on the certificate which states that no liability shall be imposed on the company for failure to provide such notice is not acceptable.
 6. It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements that he is required to meet.

1.8 PREVAILING WAGE RATES

- A. Any prevailing wage rate (including basic hourly rate and any fringe benefits) determined under State law to be prevailing with respect to an employee in any trade or portion 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 either of the following occurs:
1. Such nonfederal prevailing wage rate exceeds: (A) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a et seq.) to be prevailing in the locality with respect to such trade; (B) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the Department of Labor or a DOL-recognized State Apprenticeship Agency or (C) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program; or
 2. Such nonfederal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or program.

1.9 AFFIRMATIVE ACTION PROGRAM

- A. Under Executive Order 11246, as amended, Contractor is advised that construction-related contractors with contracts over \$10,000.00 are to document affirmative actions taken to assure equal opportunity in employment. This documentation is subject to review by the Regional Office of the Department of Labor. All modernization contractors and subcontractors are required to take affirmative action to comply with the equal employment opportunity provisions of Executive Order 11246, as amended.
- B. Submit, when requested by the PHA, contractor's affirmative action policy and report on minority and women's or Indian enterprise participation to date on the project in both the Contractor's employ and among subcontractor forces.

END OF SECTION

SECTION 01040

COORDINATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Coordination of work of the Contract.

1.2 RELATED SECTIONS

- A. Document 00700 - General Conditions: Contractor's Responsibility for Field Verifications.
- B. Section 01010 - Summary of Work: Sequence of Construction.
- C. Section 01041 - Project Coordination: Coordination
- D. Section 01045 - Cutting and Patching.
- E. Section 01060 - Regulatory Requirements: Applicable Code Requirements, Including Electrical and Mechanical Codes.
- F. Section 01200 - Project Meetings.
- G. Section 01600 - Material and Equipment: Product Options and Substitutions.
- H. Section 01701 - Contract Closeout Procedures: Closeout Submittals.

1.3 DESCRIPTION

- A. Coordinate scheduling, submittals, and work of the various Sections of Specifications to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items to be installed later.

1.4 MEETINGS

- A. In addition to Progress Meetings specified in Section 01200, hold coordination meetings and Pre-Installation Conferences with personnel and subcontractors to assure coordination of the work.

1.5 COORDINATION OF SUBMITTALS

- A. Schedule and coordinate submittals specified in Section 01300.
- B. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate requests for substitutions to assure compatibility of space, of operating elements, and affect on work of others.

1.6 COORDINATION OF EQUIPMENT AND SPACE

- A. Verify the dimensions and quantities indicated on the drawings and in the Specifications under the provisions of Document 00700. Notify Architect of apparent discrepancies under the provisions of Document 00700, Article 19. The drawings are diagrammatically representational and not intended to be scaled where drawn at less than 1/4 full size (**3" = 1' - 0"**).
- B. Verify that utility requirements of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing such equipment.

- C. Coordinate space requirements and installation of mechanical and electrical work which are shown diagrammatically on drawings. Follow routing shown from pipes, ducts, and conduits as closely as practicable; place runs parallel with lines of building. Install to maximize space for other installations, for maintenance, for repairs, and to provide required clearances to conform to referenced mechanical and electrical codes.
- D. In finished areas, except where otherwise shown, conceal new pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

1.7 COORDINATION OF CONTRACT CLOSEOUT

- A. Coordinate completion and cleanup of work of separate Sections in preparation for Substantial Completion of portions of work identified for PHA partial occupancy specified in Section 01010.
- B. After PHA occupancy of premises, coordinate access to site for correction of defective work and work not conforming to Contract Documents, to minimize disruption of PHA's activities.
- C. Assemble and coordinate closeout submittals specified in Section 01701.

END OF SECTION

SECTION 01041
PROJECT COORDINATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Project coordination.
- B. Construction mobilization.
- C. Schedules.
- D. Submittals.
- E. Coordination Drawings.
- F. Closeout procedures.

1.2 RELATED SECTIONS

- A. Section 01010 - Summary of Work: Work sequence.
- B. Section 01200 - Project Meetings.
- C. Section 01701 - Contract Closeout: Contract Closeout Procedures.

1.3 PROJECT COORDINATION

- A. Project Coordination Modernization Officer: PHA Director of Maintenance Cleveland Hobbs, Telephone 386.329.0132, ext. 222.

1.4 CONSTRUCTION MOBILIZATION

- A. Cooperate with the Modernization Officer in allocation of mobilization areas of site, for field offices and sheds, for unit access, traffic, and parking facilities.
- B. During construction, coordinate use of site and facilities through Modernization Officer.
- C. Comply with Architect's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- D. Comply with instructions of the Modernization Officer's for use of temporary utilities and construction facilities.
- E. Coordinate field engineering and layout work under instructions of the Architect.

1.5 SCHEDULES

- A. Submit preliminary progress schedule (in accordance with Section 01300) coordinated with Project construction schedule.
- B. After review, revise and resubmit schedule to comply with revised Project schedule.
- C. During progress of work, revise and resubmit (as directed) with Applications for Payment.

1.6 SUBMITTALS

- A. Submit product data and samples in accordance with Section 01300 for review and compliance with Contract Documents, for field dimensions and clearances, for relation to available space, and for relation to work of separate contracts. Revise and resubmit as required.
- B. Submit applications for payment to Architect.

- C. Submit requests for interpretations of Contract Documents and obtain instructions through Architect.
- D. Process requests for substitutions and change orders through Architect.
- E. Deliver closeout submittals for review to Architect.

1.7 CONSTRUCTION DRAWINGS

- A. Provide information required by Architect for preparation of coordination drawings.
- B. Review drawings prior to submission to Architect.

1.8 CLOSEOUT PROCEDURES

- A. Notify Architect when work is considered ready for Substantial Completion. Accompany Architect on preliminary inspection to determine items to be listed for completion or correction in Contractor's notice of Substantial Completion.
- B. **Comply with Architect's instructions to correct items of work listed in executed Certificates of Substantial Completion and for access to PHA occupied areas.**
- C. Notify Architect when work is considered finally complete. Accompany Architect on preliminary Final Inspection.

END OF SECTION

SECTION 01045

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Requirements and limitations for cutting and patching of Work.

1.2 RELATED SECTIONS

- A. Section 01010 - Summary of Work: Work by PHA
- B. Section 01060 - Regulatory Requirements: Applicable code requirements, including mechanical and electrical codes.
- C. Section 01120 - Alteration Project Procedures: Cutting and patching for alterations work.
- D. Section 01300 - Submittals.
- E. Section 01600 - Materials and Equipment: Product options and substitutions.
- F. Individual Project Specification Sections:
 - 1. Cutting and patching incidental to Work of the Section.
 - 2. Advance notification to other Sections of openings required in Work of those Sections.
 - 3. Limitations on cutting structural members.

1.3 SUBMITTALS

- A. Submit written request in advance of cutting or alteration which affects:
 - 1. Structural integrity of element.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of PHA or separate contractor, where applicable.
- B. Include in request:
 - 1. Identification of Project.
 - 2. Location and description of affected work.
 - 3. Necessity for cutting or alteration.
 - 4. Description of proposed work, and products to be used.
 - 5. Alternatives to cutting and patching.
 - 6. Effect on work of PHA or separate contractor, where applicable.
 - 7. Written permission of affected separate contractor, where applicable.
 - 8. Date and time work will be executed.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Primary products: Those required for original installation.
- B. Product Substitution: For any proposed change in materials, submit request for substitution under provisions of Section 01600.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Inspect existing conditions before beginning work, including elements subject to damage or movement during cutting and patching.
- B. After uncovering existing work, inspect conditions affecting performance of work.

- C. Identify any dangerous concealed conditions exposed during the work to the Architect for decision and remedy.
- D. Inform Architect immediately upon cutting of concealed piping, conduit, or other utilities.
- E. Correct defects before proceeding with the work of this Section.

3.2 PREPARATION

- A. Provide temporary supports to maintain structural integrity of the work. Provide devices and methods to protect other portions of the Project from damage.
- B. Provide protection from elements for areas which may be exposed by uncovering work.
- C. Maintain excavations free of water.

3.3 CUTTING AND PATCHING

- A. Execute cutting, fitting, and patching, including excavation and fill, to complete work.
- B. Fit products together to integrate with other work.
- C. Uncover work to install ill-timed work.
- D. Remove and replace defective or non-conforming work.
- E. Remove samples of installed work for testing where specified or approved.
- F. Provide openings in the work for penetration of mechanical and electrical work.

3.4 PERFORMANCE

- A. Execute work by other methods which will avoid damage to other work and provide proper surfaces to receive patching and finishing.
- B. Where cutting and patching work installed under this contract, employ original installer to perform cutting and patching; for existing construction, use personnel qualified in the applicable trade.
- C. Cut rigid materials using proper power saw or drill.
- D. Restore work with new products to meet requirements of Contract Documents.
- E. Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- F. At penetrations of fire-rated walls, partitions, ceiling, or floor construction, completely seal voids with fire-rated, fire resistant material in accordance with Section 07270 to full thickness of penetrated element.
- G. Refinish surfaces to match adjoining finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

END OF SECTION

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality Assurance.
- B. Schedule of regulatory requirements.

1.2 RELATED SECTIONS

- A. Document 00700 - General Conditions: Permits and Codes

1.3 QUALITY ASSURANCE

- A. Work performed under this contract shall be accomplished in accordance with, but not limited to, the applicable sections of the codes, laws, and regulations listed. The attention of the Contractor is specifically directed to Article 25 of the General Conditions. In executing the Contract, the Contractor stipulates that he is cognizant of the requirements of the several codes, laws, and regulations applicable to the work of this Project as set forth herein.

1.4 SCHEDULE OF REGULATORY REQUIREMENTS

- A. Florida Building Code with local amendments.
- B. National Fire Prevention Code.
- C. Life Safety Code
- D. Standard Plumbing Code with local amendments.
- E. Standard Mechanical Code.
- F. National Electrical Code with local amendments.
- G. HUD Indian and Public Housing (PIH) Publication 88-27 - Amended Lead Based Paint Requirements, issued September 21, 1988.
- H. Federal Register Document 49 FR 31528 - Uniform Federal Accessibility Standards, published August 7, 1984.
- I. Architectural Barriers Act of 1968, as amended (42 USC 4151); HUD implementing Documents 24 CFR Part 8, Non-discrimination Based on Handicap, published June 2, 1988, and Part 40, Standards for Design, Construction, and Alteration of Publicly Owned Residential Structures; and PIH 89-4, Implementation of 24 CFR Part 8, Non-discrimination Based on Handicap in Federally Assisted Programs and Activities, issued January 13, 1989; Americans with Disabilities Act, 1990.
- J. Occupational Safety and Health Act of September, 2007, with amendments.
- K. Applicable State laws and codes.

END OF SECTION

SECTION 01110

UNIT PRICES

PART 1 – GENERAL

1.1 REQUIREMENTS

- A. Unit prices for Work described in this Section shall be used for additions and/or deletions to the Contract.
- B. The cost of this Work shall include all labor and materials, delivery to site, handling at site, protection **from elements, and Contractor's overhead and profit.**
- C. Unit prices shall be listed in Bid Proposal form.

1.2 SCHEDULE OF UNIT PRICES

A. **Unit Price "A"**

- 1. Removal and Replacement of deteriorated and/or damaged plywood sheathing. New plywood **sheathing shall be 1/2" thickness. Sheathing shall be nailed in strict accordance with the 2023 Florida Building Code.** Owner shall verify and approve quantity of work to be done.

Price per Square Foot.

B. **Unit Price "B"**

- 1. Removal and Replacement of deteriorated and/or damaged plywood sheathing. New plywood **sheathing shall be 5/8" thickness. Sheathing shall be nailed in strict accordance with the 2023 Florida Building Code.** Owner shall verify and approve quantity of work to be done.

Price per Square Foot.

C. **Unit Price "C"**

- 1. Remove existing metal wrap over existing wood eave and perimeter of roof. Replace any rotten wooden fascia, and prep to receive new metal fascia wrap. Aluminum metal fascia shall be coated on both sides with a high-performance paint system. Color shall be selected by **architect from manufacturer standard colors. Metal shall be .024" thick aluminum. Provide price per unit.**

END OF SECTION

SECTION 01200

PROJECT ADMINISTRATION

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

- A. Schedule of Values: 01300
- B. Shop Drawings and Submittals: 01300
- C. Quality Control: 1400
- D. Construction Facilities and Temporary Control: 01500
- E. Material and Equipment 01600
- F. Project Close-Out: 01700

1.2 PROJECT MEETING - GENERAL

- A. Schedule and administer progress meetings:
 - 1. Agenda items: To the maximum extent practicable, advise the Architect at least 24 hours in advance of project meetings regarding all items to be added to the agenda.
 - 2. Minutes: The Contractor will compile minutes of each project meeting and will furnish three copies to the Architect. The Contractor may make and distribute such other copies as he wishes.
- B. The Architect will attend meetings to ascertain that work is expedited consistent with construction schedule and with Contract Documents.
- C. Work Included: To enable orderly review during progress of the work, and to provide for systematic discussion of problems, the Contractor will conduct project meeting throughout the construction period.
- D. Related Work Described Elsewhere: The Contractor's relations with his subcontractors and materials suppliers, and discussions relative thereto, are the Contractor's responsibility and are not part of the project meetings content.
- E. Persons designated by the Contractor to attend and participate in the project meetings shall have all required authority to commit the Contractor solutions agreed upon in the project meetings.

1.3 PRE-CONSTRUCTION MEETING

- A. A preconstruction meeting will be scheduled by the Owner within fifteen (15) days after date of written Notice to Proceed. Owner will set the date, time, and place of meeting prior to start of any construction. Authorized representatives of the Contractor, the job superintendent and major subcontractors shall attend. Purpose of the meeting will be to verify general construction procedures, expedite the handling of shop drawings and scheduling, and establish a working understanding among the parties involved in project.
- B. Minimum Agenda: Contractor shall distribute data on, and discuss:
 - 1. Organizational arrangement of Contractor's forces and personnel, and those of subcontractors, materials suppliers, and Architect.
 - 2. Channels and procedures for communications.
 - 3. Construction schedule, including sequence of critical work.
 - 4. Contract Documents, including distribution of required copies of original Documents and revisions.
 - 5. Processing of Shop Drawings and other data submitted to the Architect for review.
 - 6. Processing of field decisions and Change Orders.
 - 7. Rules and regulations governing performance of the work.
 - 8. Procedures for safety and first aid, security, quality control, housekeeping, and other related matters.

1.4 PROGRESS MEETINGS

- A. Schedule regular monthly meetings prior to submitting each Request for Payment at a time agreed upon by the Architect. Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspects of the work involved.
- B. Hold called meetings as progress of work dictates.
- C. Locations of Meetings: Construction office, at the job site, or other location acceptable to Architect. Indicate in notice.
- D. Minimum Agenda:
 - 1. Review, revise as necessary, and approve minute of previous meeting.
 - 2. Review progress of the work since last meeting, including status of submittals for approval.
 - 3. Identify problems which impede planned progress.
 - 4. Develop corrective measures and procedures to regain planned schedule.
 - 5. Complete other current business.

1.5 CONSTRUCTION SCHEDULES - GENERAL

- A. PHA and Contractor will jointly develop a projected construction schedules for entire work; revise periodically.
- B. Prepare schedule in form of horizontal bar chart, with horizontal bars representing project breakdown by various units of work. Superimpose on bar chart vertical lines representing months of year and weeks of each month.
- C. Minimum sheet size: As required to fit all information rendered in a legible manner on one (1) sheet.
- D. Provide complete sequence of construction by activity.
- E. Provide sub-schedules to define critical portions and housing unit address for the entire schedule.
- F. Update schedule as required. Show all changes occurring since previous submission of updated schedule.
- G. Indicate progress of each activity; show start and completion dates. Review with each update.

1.6 SUBMITTALS AND DISTRIBUTION OF SCHEDULES

- A. Submit initial schedule within fifteen (15) days after date of Notice to Proceed.
- B. Architect will review schedules and return reviewed copy within ten (10) days after receipt.
- C. If required, resubmit within seven (7) days after return of reviewed copy.
- D. Submit periodically updated schedules accurately depicting progress to first day of each month.
- E. Submit the number of copies required, plus three (3) copies to be retained by Architect.
- F. Instruct recipients to report any inability to comply, and provide detailed explanation, with suggested remedies.

1.7 PROJECT INSPECTIONS

- A. Where inspections of in-place work are specified and Architect's approval is required before further work can take place, or where records of procedures are specified, schedule inspection:
 - 1. With Architect or his designated Consultant.
 - 2. Give no less than twenty-four (24) hours notice.
 - 3. On Mondays through Thursdays between the hours of 7:30 a.m. and 5:15 p.m.
- B. Where daylight or installed project lighting at areas to be inspected is less than 30 candle power, provide this same level by artificial illumination with portable lighting.

1.8 PROJECT RECORD DOCUMENTS (PRINTS)

- A. Store record documents apart from documents used for construction.
- B. File documents in accordance with Table of Contents of Specifications.
- C. Maintain documents in clean, dry, legible condition.
- D. Do not use record documents for construction purposes.
- E. Make documents available at all times for inspection by Architect and Owner.
- F. Provide legible, indelible marking instruments for marking.
- G. Label each document "PROJECT RECORD".
- H. Specifications and Addenda: Legibly mark up each section to record:
 - 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 - 2. Changes made by Change Order or Field Order.

1.9 PROJECT PERMANENT RECORD DOCUMENTS

- A. Contractor shall mark all changes to the contract documents and upon completion of the project he shall deliver the revised record set to the Architect.
- B. Contractor shall review the revised record set for accuracy and conformity and shall transfer all revised data from the record set to the original drawings. He shall make the set of documents "As-Built" and deliver two sets of prints of same to the Palatka Housing Authority.
- C. The Palatka Housing Authority shall review the "As-Built" documents for accuracy and conformity. After which the Palatka Housing Authority shall receive from the Architect the original drawings from which reproducibles will be made for the permanent record of the Palatka Housing Authority. This permanent record printing shall be at the expense of the Palatka Housing Authority. At the completion of this permanent record printing, the original tracing shall be returned to the Architect.

END OF SECTION

SECTION 01300

SUBMITTALS

- A. Progress Schedule: Within 15 days of the date established for "commencement of the work," submit a comprehensive progress schedule indicating a time bar for each significant category of work to be performed. Arrange schedule to indicated required sequencing and to show time allowances for submittals, inspections and similar time margins.
1. Submittal: Provide at least three (3) copies of the schedule to the Architect. Post in the temporary office. Revise at intervals matching payment requests and redistribute.
- B. Project Meetings: Contractor to conduct monthly progress and coordination meetings attended by representative of each entity engaged for performance of work. Contractor shall record discussions and decisions. Distribute copies to those attending and others affected, including the Architect and the Owner.
- C. Schedule of Values: Prepare a schedule of values to show breakdown of Contract Sum corresponding with payment request breakdown and progress schedule line items. Show dollar value and percent of total for each unit of work scheduled. Submit not less than 7 days prior to first payment request. Revise each time schedule is affected by change order or other revision.
- D. Payment Request: Submit a request each calendar month. Use AIA form G702, fully completed and executed. Submit at least three (3) originals.
1. Prior to the initial payment request, submit the schedule of values, a list of principal subcontractors and suppliers, the progress schedule and copies of building permits and similar start-up authorization.
- E. Shop Drawings, Product Data and Samples:
1. General: Coordinate submittals with the progress schedule and actual work progress. Allow 2 weeks for the Architect's review. Provide additional copies as required by governing authorities. Contractor shall review all shop drawings for conformity and completeness prior to submission to the Architect. Shop drawings that are incomplete will be returned for corrections.
 2. Shop Drawings:
 - a. Initial Submittal: Submit a minimum of three opaque blue/black line prints and a minimum of three copies of other data required for approval. One of the submitted copies will be retained by the Architect.
 3. Product Data: Mark each copy to indicate the actual product to be provided; show selections from among options in the manufacturer's printed product data. Submit 2 copies to Architect, submittal if for information and record purposes only. Where the product data is required for maintenance manuals, submit additional copies, which will be returned.
 - a. Maintain one additional copy at the project site for reference purpose.
 - b. Do not proceed with the installation of manufactured products until a copy of related product **data is in the installer's possession at the project site.**
 4. Samples: Submit 3 sets of samples. Provide 3 or more samples in each set where variations in color, pattern or texture are observable; show average condition and extreme range of variations. Submit full documentation with each set. Sample submittals are for Architect's observation of color, texture, pattern and "kind". Maintain returned set at project site for purposes of quality control comparisons.
- F. Miscellaneous Submittals: Provide copies, plus additional copies as required for maintenance manual.
1. Warranties: Submit 2 executed copies, and additional copies as required for maintenance manual.
 2. Field Records: 4 copies, including one copy that will be returned for inclusion in the submittal of record documents.
 3. Maintenance Manuals: Submit 2 bound copies.
 4. Record Drawings: Submit original maintained marked-up prints.
- G. Architect's Action:
1. Stamp: The Architect will stamp each submittal to be returned with a uniform, self-explanatory action stamp, appropriately marked and executed to indicate the status of the submittal.

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1 - GENERAL

1.1 PERFORMANCE OF WORK

- A. Except where specifically required otherwise in the technical specifications the Contractor shall be responsible for all construction quality control and shall perform or coordinate all tests and inspections in accordance with Article 13.5 of the AIA General Conditions. See SECTION 01300 – SUBMITTALS

1.2 DEFINITIONS

- A. **Certified Test Reports:** Certified test reports are reports of tests signed by a qualified professional attesting that the results reported are accurate and that items tested either meet or fail to meet the stated minimum requirements. These test reports include those performed by Factory Mutual, Underwriters Laboratories, Inc., and others.
- B. **Certified Inspection Reports:** Certified inspection reports are those signed by approved inspectors attesting that the items inspected meet the specification requirements other than those exceptions included in the report.
- C. **Manufacturer's Certificate of Conformance or Compliance:** A certificate signed by an authorized manufacturer's official attesting that the material or equipment delivered meets the specification requirements.

1.3 TESTS All testing shall be divided into three categories as follows:

- A. **Field Tests** made at, or in the vicinity of the job site in connection with the actual construction including, but not limited to, concrete batch plants, and similar establishments directly involved in the construction process.
- B. **Factory Tests**, made at the point of manufacture of various products which are shipped to the job site as a unit, including but not limited to such items as transformers, boilers, air conditioning equipment, and electrical equipment.
- C. **Certified Tests**, made by approved testing agencies on material and equipment which are to be incorporated into the structure under the Contract. These are tests such as those performed by Factory Mutual, Underwriters Laboratories, Inc., and others.

1.4 FIELD TESTS

- A. **Field Tests by the Contractor:** The Contractor shall perform certain field testing specifically required of him in the contract specifications. In those cases, he shall furnish all equipment, instruments, qualified personnel, and facilities necessary to perform all tests required by the Contract Documents. Testing services shall be performed by the Contractor or acquired by the Contractor through qualified commercial testing laboratory. If a commercial testing laboratory is retained to perform tests under this contract, all test reports shall be certified by a representative of the testing laboratory who is authorized to sign certified test reports for the laboratory. Test reports shall include the acceptable value for each specification item, the actual test results obtained, and the test methods used. **Each report shall be conspicuously stamped on the cover sheet in large red letters "CONFORMS" or "DOES NOT CONFORM" to the specification requirements as the case maybe. The Contractor shall arrange for immediate and direct delivery of the signed original of all reports, certifications, and other documentation to the Architect.**
- B. **Factory Tests:** The Contractor will arrange for factory tests when such tests are required.
- C. **Manufacturer's Certified Tests:** Certified tests on materials to be incorporated into the work will be acceptable, provided they are performed by the manufacturer or by Government approved agencies or laboratories, show that the materials conform to the specification, and that the tests and certifications meet the requirements of the paragraph entitled "Certificates and Certifications" below.

- D. Approval of Laboratories: All laboratory work performed under this contract shall be done by a laboratory approved by the Architect. The basis of approval includes the following:
 - 1. Laboratories performing work in connection with concrete, steel and bituminous materials must conform to American Society for Testing and Materials (ASTM) Designation # 329-77.
 - 2. Laboratories performing work not in connection with concrete, steel and bituminous materials must conform to Sections 3 and 4 of ASTM Designation E 329-77.

1.5 INSPECTION: All inspections shall be divided into two categories as follows:

- A. Contractor Field Inspection: Field Inspection is that inspection in the vicinity of the job site which, when performed properly, will result in the complete compliance of all work-in-place with the contract drawings and specifications. The Contractor or his designated representative shall inspect all work under this contract.
- B. Factory Inspection is that inspection at the point of manufacture of the various products which are shipped to the job site, including but not limited to such items as transformers, boilers, air conditioning equipment, and electrical equipment.

1.6 SUBMITTALS

- A. Submittals shall be prepared in accordance with SECTION 01300 – SUBMITTALS. Each submittal shall be accompanied by a cover letter signed by the Contractor. Each item proposed to be incorporated into the Contract shall be clearly marked and identified in the submittals, and shall be cross-referenced to the contract drawings and specifications so as to identify clearly the use for which **it is intended. Each sheet of submittal shall be stamped with the Contractor’s certification stamp.** Data submitted in a bound volume or on one sheet printed on two sides may be stamped on the front of the first sheet only. **The Contractor’s certification stamp shall be worded as follows:**
- B. **“It is hereby certified that the (equipment) (material) shown and marked in this submittal is that proposed to be incorporated into the project. It is in compliance with the contract drawings and specifications, can be installed in the allocated spaces, and is submitted for the Architect’s review.**

Certified by: _____ Date: _____ ”
- C. The person signing the certification shall be one designated in writing by the Contractor as having that authority. The signature shall be in original ink. Stamped signatures are not acceptable.
- D. Submittal Status Logs: The Contractor shall maintain at the job site an up-to-date submittal status log showing the status of submittals required by the contract.
- E. **Shop drawings, manufacturer’s data and samples shall be identified clearly and submitted in accordance with the General Conditions.**
- F. Certified Test Reports: Before delivery of materials and equipment, certified copies of the reports of all tests listed in the technical sections shall be submitted and approved. The testing shall have been performed in a laboratory meeting the requirements specified herein. Test reports shall be accompanied by certificates from the manufacturer certifying that the material and equipment proposed to be supplied is of the same type, quality, manufacture, and make as that tested.
- G. Formwork, Falsework and Erection Procedures Certification: When the Contractor is required to submit a design or certification for formwork, falsework, or erection procedures, daily inspection report must indicate that the work has been inspected for conformance to the design or certification. A specific statement for these items rather than a general statement is required.

1.7 CERTIFICATES AND CERTIFICATIONS

- A. **Manufacturer’s certification may be furnished by the Contractor, on items of materials and equipment incorporated into the work, only when this method will assure full compliance with the provisions of the Contract, as determined by the Architect. Pre-printed certifications will not be acceptable. All certifications shall be in the original. The original of all manufacturers’ certifications shall name the appropriate item of equipment or material, standard or other document specified as controlling the quality of that item and shall have attached thereto certified copies of test reports upon which the certifications are based.**

1.8 RECORD OF INSPECTIONS

- A. Pursuant to the Contractor's Inspection, the Contractor shall maintain, on a day-to-day basis, a record of all inspections and field tests performed that day.

1.9 REPEATED TESTS AND INSPECTIONS

- A. The Contractor shall repeat tests and inspections after each correction made to nonconforming materials and workmanship until tests and inspections indicate the materials, equipment, and workmanship conform to the Contract requirements. The retesting and re-inspections shall be performed at no cost to the Owner.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROL

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities: Electricity, lighting, heat, ventilation, telephone services, water, and sanitary facilities.
- B. Temporary Controls: Protection of the work, and water control, and dust control.
- C. Construction Facilities: Access roads, parking, progress cleaning, temporary buildings and field office, and Project bulletin board.

1.2 TEMPORARY ELECTRICITY

- A. Contractor shall provide his own temporary power source(s) through the use of portable generator(s).
- B. Contractor shall not attempt to use any existing convenience outlets anywhere on the site. NO EXCEPTIONS

1.3 TEMPORARY TELEPHONE SERVICE (OPTIONAL)

1.4 TEMPORARY WATER SERVICE (OPTIONAL)

1.5 TEMPORARY SANITARY FACILITIES (MANDATORY)

- A. Contractor shall provide and maintain temporary facilities for this Project. Location(s) as approved by the Owner.

1.6 ACCESS ROADS

- A. Provide and maintain access to fire hydrants.

1.7 PARKING

- A. Coordinate with PHA parking areas to accommodate construction personnel.
- B. When site space is not adequate, provide additional off-site parking.

1.8 PROGRESS CLEANING

- A. Maintain areas cleaned of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition. Contractor shall provide and pay for disposal containers in this Contract. All discarded material shall be disposed of at an approved landfill. Burning is not allowed.
- B. At the end of each work day, all debris shall be collected and deposited in the disposal containers furnished by the Contractor.
- C. Remove waste materials, debris and rubbish from each building daily and dispose of it. Contractor shall either remove debris from the project site daily or provide a dumpster on site in which to deposit **debris. Cost of removal shall be included in the Contractor's lump sum proposal.**

1.9 FIELD OFFICE, SHEDS AND STORAGE

- A. Contractor's Field Office, if used, shall be provided by the Contractor and located as directed by the PHA.
- B. Locate sheds at a minimum distance of 30 feet from existing structures.

1.10 PROJECT BULLETIN BOARD

- A. Contractor will provide a bulletin board to display a copy of the Wage Determination and other required documents on or near the exterior of the Contractor's Field Office, protected from the weather.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Products
- B. Transportation and Handling
- C. Storage and Protection
- D. Product Options
- E. Substitutions

1.2 RELATED SECTIONS

- A. Document 00700 - General Conditions: Product Options and Substitution Procedures
- B. Section 01400 - Quality Control: Product Quality Monitoring

1.3 PRODUCTS

- A. Definition: Products means new material, machinery, parts, equipment, fixtures, and systems forming the work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the work. Products may also include existing items appointed for re-use.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable parts of the same manufacturer for similar items.

1.4 TRANSPORTATION AND HANDLING

- A. Transport and handle products by manufacturer's instructions.
- B. Promptly inspect shipments to assure that products meet requirements, quantities are correct, and products are undamaged.
- C. Handle products by methods to prevent soiling, disfigurement, and damage.

1.5 STORAGE AND PROTECTION

- A. Store and protect products by manufacturer's instructions. Keep seals and labels intact and legible. Store sensitive products in weathertight climate regulated enclosures.
- B. For exterior storage of products, place on inclined supports, above ground.
- C. When site does not permit on-site storage or protection, provide for materials to be stored off-site. Section 01019 specifies that off-site storage is not subject to consideration in Contractor's Periodical Estimate for Partial Payment.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular material on solid flat surfaces in a well drained area. Prevent mixing with foreign matter.
- F. Store products by methods to prevent soiling, disfigurement and damage.

- G. Arrange storage of products to permit access for inspection and observation. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

1.6 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product shown to meet those standards or description.
- B. Products Specified by Naming One or More Manufacturer's with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.
- C. See Document 00700 for product options and substitution procedures.

1.7 SUBSTITUTIONS

- A. Substitutions may be proposed at least ten days before the bid opening as written requests for prior approval. If the Architect has no objection to the Substitution, he will incorporate the change in an Addendum. Where brand names and specific catalog numbers are specified, they shall be the basis for the bid. Substitutions will be allowed only where no exception is taken by the Architect. No consideration will be given for errors in bidding resulting from the assumption that a particular item will be allowed as a Substitution for that which is specified where the change is not specifically permitted by Addenda.
- B. Architect will consider request for Substitutions after the bid opening only if received within 15 days after date established in Notice to Proceed.
- C. Substitutions may be considered when:
 - 1. A product becomes unavailable through no fault of the Contractor.
 - 2. Extended delivery time might seriously delay the project.
 - 3. A significant monetary savings to the PHA is offered without a significant change in scope or quality.
- D. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- E. A request constitutes a representation that the Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the Substitution as for the specified product.
 - 3. Will coordinate installation and make changes for the work to be completed with no additional cost to the PHA.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
- F. Substitutions will not be considered when they are shown or implied on shop drawings or product data submittals, without separate written request, or when substitution will require revision to the Contract Documents.
- G. Substitution Submittal Procedure:
 - 1. Submit four copies of each request for Substitution for consideration. Submit each proposed Substitution separately. Each request must be accompanied by a Substitution Request Form in the format provided by the Architect.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.
 - 3. The Architect will inform Contractor, in writing, of the decision on each request.
- H. Do not purchase materials or install work until the necessary submittals have been returned without objection from the Architect.

END OF SECTION

SECTION 01701

CONTRACT CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Administrative provisions for Substantial Completion and for final acceptance.

1.2 RELATED SECTIONS

- A. Document 00700 - General Conditions: Fiscal provisions and additional administrative requirements.
- B. Section 01010 - Summary of Work: PHA Occupancy.
- C. Section 01710 - Final Cleaning.
- D. Section 01720 - Project Record Documents.

1.3 SUBSTANTIAL COMPLETION

- A. When work or assigned portion of work is substantially complete, submit written notice to the Architect with list of items to be completed or corrected.
- B. Should Architect find work is not substantially complete, he will notify Contractor in writing of observed deficiencies.
- C. Contractor shall remedy deficiencies and send a second written Notice of Substantial Completion.
- D. When Architect, or his designated representative, concurs that work is substantially complete, he will document Substantial Completion under provisions of General Conditions. Architect and PHA will inspect substantially completed units on a weekly basis.
- E. PHA will occupy portions of the Project as specified in Section 01010 before final acceptance of the remainder of the Project.

1.4 FINAL COMPLETION

- A. When work is complete, submit written certification of the following:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected.
 - 4. Equipment and systems have been tested, adjusted, and balanced, and are fully operational.
 - 5. Work is complete and ready for final inspection.
- B. Until the final inspection has been made, and all required Closeout Documents and materials have been received, the PHA will not advance any of the retainage or make the final payment to the Contractor.
 - 1. Upon receipt of the Contractor's Notification of the date when the work has been completed, the PHA will conduct a final inspection within 10 calendar days.
 - 2. The final inspection will be conducted by a PHA representative, the Architect, and a HUD representative, where necessary; Contractor's representative, and representatives of major subcontractors where applicable, are required to attend.
 - 3. The inspection will determine if the work has been completed in conformance to the intent of the Contract Documents, whether there are any minor items of such incomplete or unsatisfactory (or seasonal work such as planting remaining), what items are to be included in the final punch list, or if there are major deficiencies which must be corrected by the Contractor before another final inspection can be made in preparation for Contract Settlement.
- C. Should Architect find work incomplete, he will notify Contractor in writing of observed deficiencies.
- D. Contractor shall remedy deficiencies and send a second certification of final completion.

E. When Architect finds work to be complete, he will consider closeout submittals.

1.5 RE-INSPECTION FEES

A. Should work require re-inspection by the Architect due to failure of work to coincide with the Contractor's request for completion inspection, PHA will deduct Architect's compensation for re-inspection for final payment to Contractor.

1.6 CLOSEOUT SUBMITTALS

- A. Submit one notarized original and two copies of the Contractor's release and certification which indicates:
1. The work was completed in conformance to the construction documents, including change orders, except any minor items identified in the PHA's or its Architect's proposed Certificate of Completion;
 2. The total amount due the Contractor and a separately stated amount for each unsettled claim against the PHA;
 3. The PHA is released from all claims, other than those stated in the Contractor's release; and
 4. Wages paid to laborers or mechanics were consistent with the wage rate requirements of the Contract and there are no outstanding claims for unpaid wages.
- B. Evidence of Compliance with the Labor Relations Handbook, 1344.1:
1. Any payroll records not previously submitted to the PHA.
 2. Documentation of adjustments to employee compensation where necessary to conform to wage rate requirements.
- C. Evidence of Compliance with Requirements of Governing Authorities:
1. Certificate of Occupancy, where applicable.
- D. Project Record Documents, under provision of Section 01720.
- E. Evidence of Payment and Release of Liens: Conform to the Conditions of the Contract.
- F. Consent of Surety to Final Payment.
- G. Certificates of Insurance for Products and Completed Operations: Conform to Supplementary Conditions.
- H. Failure to comply with the requirements of this Section, or those of Sections 01710 and 01720, where applicable, may significantly delay Contract Closeout and final payment.

1.7 STATEMENT OF ADJUSTMENT OF ACCOUNTS

- A. Submit final statement reflecting adjustments to Contract Sum indicating:
1. Original Contract Sum
 2. Previous Change Orders
 3. Deductions for un-corrected work
 4. Deductions for liquidated damages
 5. Deductions for re-inspection fees
 6. Other adjustments to Contract Sum
 7. Total Contract Sum as adjusted
 8. Previous payments
 9. Sum remaining due
- B. Architect will issue a Final Change Order reflecting approved adjustments to Contract Sum not previously made by change orders.

1.8 APPLICATION FOR FINAL PAYMENT

A. Submit final Periodical Estimate for Partial Payment marked "FINAL", identifying total adjusted Contract Price, previous payments, and balance due.

END OF SECTION

SECTION 01710
FINAL CLEANING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Final Cleaning of the Project.

1.2 RELATED SECTIONS

- A. Document 00700 - General Conditions: Cleaning Up.
- B. Section 01500 - Construction Facilities and Temporary Controls: Cleaning during construction.
- C. Section 01701 - Contract Closeout Procedures.

1.3 DESCRIPTION

- A. Execute site cleaning. Provide access and coordinate with PHA's personnel.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.1 CLEANING

- A. The Contractor and Modernization Officer shall walk and inspect the buildings and building site at the end of the project. The Modernization Officer will make a list of all areas not sufficiently clean. The Contractor will then re-clean and remove all debris so identified. The Contractor shall take special care to pick up all roofing nails and roofing debris from the site area.

END OF SECTION

SECTION 02070

SELECTIVE DEMOLITION

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. Demolition and removal of selected site and building and roofing elements.

1.3 DEFINITIONS

- A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or **to remain the Owner's property.**
- B. **Remove and Salvage: Items indicated to be removed and salvaged remain the Owner's property.** Remove, clean and protect against damage. Deliver items as directed by Owner.
- C. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. All site landscaping damaged during the construction phase shall be restored by the Contractor at the close-out of the job.

1.4 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to **remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.**

1.5 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections, for information only, unless otherwise indicated.
- B. Photographs or videotape, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by selective demolition operations.
- C. **Record drawings at Project Closeout according to Division 1 Section "Project Closeout"**
 - 1. Identify and accurately locate capped utilities and other subsurface structural, electrical, or mechanical conditions.

1.6 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.7 PROJECT CONDITIONS

- A. Owner will occupy portions of the building immediately adjacent to selective demolition area. Conduct **selective demolition so that Owner's operations will not be disrupted. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations. Owner's building access will be limited as agreed between the Owner and the Contractor.**
- B. Storage or sale or removed items or materials on-site will not be permitted.

1.8 SCHEDULING

- A. **Arrange selective demolition schedule so as not to interfere with Owner's on-site operations.** Coordinate with the owner for any events planned during the construction period.

PART 2 – PRODUCTS

2.1 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
 - 1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 2. Use materials whose installed performance equal or surpasses that of existing materials.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- B. When unanticipated mechanical, electrical or structural elements that conflict with the intended function or design are encountered, investigate and measure the nature and extent of the conflict. Promptly submit a written report to the Architect.
- C. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES

- A. Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Do not interrupt existing utilities serving occupied or operating facilities, except when authorized in writing by Owner and authorities having jurisdiction.
 - a. **Provide not less than 72 hours' notice to Owner if shutdown of service is required during changeover.**
- B. Utility Requirements: Locate, identify, disconnect and seal or cap off indicated utility services serving building to be selectively demolished.
 - 1. Arrange to shut off indicated utilities with utility companies.
 - 2. Where utility services are required to be removed, relocated, or abandoned, provide bypass connections to maintain continuity of service to other parts of the building before proceeding with selective demolition.
- C. Utility Requirements: **Refer to owner's facilities** department for shutting off, disconnecting, removing and sealing or capping utility services. Do not start selective demolition work until utility disconnecting and sealing have been completed and verified in writing.
- D. Conduct demolition operations with extreme care and planning to prevent injury to people and damage to adjacent buildings, landscaping, and facilities to remain. Ensure safe passage of people around selective demolition area. Maintain chain link security fencing in place to provide a minimum of 50 feet of protected space around all demolition areas.
 - 1. Protect existing site improvements, appurtenances, and landscaping to remain.
 - 2. Protect walls, ceilings, floors and other existing finish work that are to remain and are exposed during selective demolition operations.

3.3 POLLUTION CONTROLS

- A. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Clean adjacent surfaces and improvements of dust, dirt and debris caused by selective demolition operations. Return adjacent areas to condition existing before start of selective demolition.
- C. Provide dust control for the affected portion of the Buildings included in this project.

3.4 SELECTIVE DEMOLITION

- A. Demolish and remove existing construction only to the extent required by new construction as indicated. Use methods required to complete Work within limitations of governing regulations and as follows:

1. Neatly cut openings and holes, plumb, square and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.
2. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
3. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
4. Return elements of construction and surfaces to remain to condition existing before start of selective demolition operations.

B. Break up and remove concrete slabs on grade, unless otherwise shown to remain.

3.5 PATCHING AND REPAIRS

- A. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.
- B. **Patching is specified in Division 1 Section "Cutting and Patching"**
- C. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow materials to accumulate on site.
- B. Burning: Do not burn demolished materials.
- C. **Disposal: Transport demolished materials off Owner's property and legally dispose of them.**

3.7 CLEANING

- A. Sweep the building, covered walkways, sidewalks and paved areas broom clean on completion of selective demolition operation.
- B. Owner will change filters on air-handling equipment on completion of selective demolition operations.

END OF SECTION

SECTION 06100
ROUGH CARPENTRY

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This section includes the following:
 1. Wood blocking, cants, and nailers
 2. Wood furring and grounds
 3. Plywood sheathing panels

1.3 DEFINITIONS

- A. Rough Carpentry: Carpentry work not specified in other sections and not exposed, unless otherwise indicated.
- B. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 - NELMA: Northeastern Lumber Manufacturers Association
 - NLGA: National Lumber Grades Authority
 - SPIB: Southern Pine Inspection Bureau

1.4 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated products. 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 tested 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. Fire retardant treatment of wood lumber products for this project is not permitted.
 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. Research/Evaluation Reports: For the following, showing compliance with building code in effect for the Project:
 1. Preservative-treated wood

1.5 QUALITY ASSURANCE

- A. Source Limitations for Treated Wood: Obtain each type of treated wood product through one source from a single producer.

1.6 DELIVERY, STORAGE AND HANDLING

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

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.
4. **Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2" nominal thickness or less, unless otherwise indicated.**

2.2 WOOD PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWPA C2 (lumber) 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). Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Treat indicated items and the following:
 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 less than 18" above grade.**
- B. Kiln-dry material after treatment to maximum moisture content of 19 percent for lumber. 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.

2.3 MISCELLANEOUS LUMBER

- A. Provide lumber for support of or attachment to other construction, including the following:
 1. Blocking
 2. Cants
 3. Nailers
 4. Furring
 5. Grounds
- B. For items of dimension lumber size, provide Construction, Stud, or No. 2 grade lumber with 19 percent maximum moisture content and any of the following species:
 1. Mixed Southern pine (SPIB)
 2. Hem-fir or Hem-fir (north) (NLGA, WCLIB or WWPA)
 3. Spruce-pine-fir (south) or Spruce-pine-fir (NELMA, NLGA, WCLIB, or WWPA)
 4. Eastern softwoods (NELMA)
 5. Northern species (NLGA)
- C. For concealed boards, provide lumber with 19 percent moisture content and any of the following species and grades:
 1. Mixed Southern pine, No. 2 grade (SPIB)
 2. Hem-fir or Hem-fir (north) Construction or No. 2 common grade (NLGA, WCLIB or WWPA)
 3. Spruce-pine-fir (south) or Spruce-pine-fir Construction or No. 2 Common grade (NELMA, NLGA, WCLIB, or WWPA)
 4. Eastern softwoods No. 2 common grade (NELMA)
 5. Northern species, No. 2 common grade (NLGA)
 6. Western woods, Construction or No. 2 common grade (WCLIB or WWPA)

2.4 PLYWOOD ROOF SHEATHING

- A. Roof Sheathing Panels: APA Rated exterior sheathing, 32/16, Exposure 1, **thickness 15/32"**, provide edge support as required, in thickness indicated or, to match existing sheathing.

2.5 FASTENERS

- A. Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture. Provide fasteners with hot-dip zinc coating complying with ASTM A 153 / A 153M. Fastener number, size and minimum spacing shall comply with the City of Palatka Building Code.

- B. Nails: ASTM F 1667
- C. 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 materials being fastened.
- D. Lag Bolts: ASME B18.2.1
- E. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts, and where indicated, flat washers.
- F. 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.
Material: Carbon steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.

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 furring, 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 a minimum number of joints or optimum joint arrangement.
- C. Apply field treatment complying with AWWA 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 Table 2306.1, "Fastening Schedule," in the 2023 Florida Building Code and amendments.**
- E. Use common wire nails or screws unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood, pre-drill as required.
- F. Use finishing nails or screws for exposed work, unless otherwise indicated. Countersink nail heads or screws and fill holes with wood filler.

3.2 WOOD GROUND, BLOCKING AND NAILER INSTALLATION

- A. Install where indicated and were 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 permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than **1-1/2" wide and of thickness required to bring face of ground to exact thickness of finish material.** Remove temporary grounds when no longer required.

END OF SECTION

SECTION 07 31 13

ASPHALT SHINGLES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Asphalt shingles (Furnished by Owner).
 - 2. Underlayment.
 - 3. Valley protection.
 - 4. Ridge, eave, and roof vents.
 - 5. Metal flashings and accessories.
 - 6. Ride vents.
- B. Related Requirements:
 - 1. Section 04 20 18 - Unit Masonry Assemblies: Flashing reglets placed at vertical surfaces of masonry.
 - 2. Section 06 10 53 - Miscellaneous Rough Carpentry
 - 3. Section 07 62 00 - Sheet Metal Flashing and Trim: Edge and cap flashings.

1.2 REFERENCE STANDARDS

- A. ASTM International:
 - 1. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - 2. ASTM D225 - Standard Specification for Asphalt Shingles (Organic Felt) Surfaced with Mineral Granules.
 - 3. ASTM D1970 - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection.
 - 4. ASTM D3018 - Standard Specification for Class A Asphalt Shingles Surfaced with Mineral Granules.
 - 5. ASTM D3161 - Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan- Induced Method).
 - 6. ASTM D3909 - Standard Specification for Asphalt Roll Roofing (Glass Felt) Surfaced With Mineral Granules.
 - 7. ASTM D4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
 - 8. ASTM D6380 - Standard Specification for Asphalt Roll Roofing (Organic Felt).
 - 9. ASTM E108 - Standard Test Methods for Fire Tests of Roof Coverings.
 - 10. ASTM E903[-1996] - Standard Test Method for Solar Absorptance, Reflectance, and Transmittance of Materials Using Integrating Spheres.
 - 11. ASTM E1980[-2001] - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.
 - 12. ASTM F1667 - Standard Specification for Driven Fasteners: Nails, Spikes, and Staples.
- B. National Roofing Contractors Association:
 - 1. NRCA - The NRCA Steep Roofing Manual.
- C. Sheet Metal and Air Conditioning Contractors:
 - 1. SMACNA - Architectural Sheet Metal Manual.
- D. Single Ply Roofing Institute:
 - 1. SPRI ES-1 - Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems.
- E. Underwriters Laboratories Inc. :
 - 1. UL 580 - Tests for Uplift Resistance of Roof Assemblies.
 - 2. UL 790 - Tests for Fire Resistance of Roof Covering Materials.
 - 3. UL 997 - Wind Resistance of Prepared Roof Covering Materials.
- F. U.S. Environmental Protection Agency:
 - 1. ENERGY STAR - ENERGY STAR Voluntary Labeling Program.

1.3 SUBMITTALS

- A. Section 01 33 00 - SUBMITTALS
- B. Shop Drawings: Indicate metal flashings, jointing methods and locations, fastening methods and locations, and installation details.
- C. Samples: Submit two 12x12 inch samples of each shingle color indicating color range and finish texture/pattern; for color and texture selection. **Color shall match existing roof shingles on 'D' Building.**
- D. Manufacturer's Instructions: Submit installation criteria and procedures.
- E. Inspection Report: Submit report of roof inspection verifying shingles are sealed. Indicate extent of areas that did not properly self-seal and what corrective measures were required.
- F. Field Quality Control Submittals: Indicate results of Contractor furnished tests and inspections.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Section 01 78 23 - OPERATION AND MAINTENANCE DATA

1.5 QUALITY ASSURANCE

- A. Maintain one copy of each document on site.

1.6 MOCKUP

- A. Not required.

1.7 AMBIENT CONDITIONS

- A. Section 01 50 00 - Temporary Facilities and Controls: Ambient conditions control facilities for product storage and installation.
- B. Do not install ice dam membrane and shingles when surface temperatures are below 45°F.

1.8 WARRANTY

- A. Section 01 77 00 - Closeout Procedures: Product warranties and product bonds.
- B. Furnish 30-year manufacturer NDL warranty for asphalt shingles.

PART 2 - PRODUCTS

2.1 ASPHALT SHINGLES

- A. Basis of Design:
 - 1. Owens Corning True Definition Duration
 - a. Color: TBD
- B. Description: ASTM D3018, Class A, Type I - Self Sealing; glass fiber mat base, mineral granule surface type; 250 lb/100 sq ft weight; 3-Dimensional Laminated Strip type; color and texture as selected.
- C. Performance
 - 1. Perform Work in accordance with NRCA Steep Roofing Manual.
 - 2. Roofing Covering Fire Classification: Minimum Class A when tested in accordance with ASTM E108 or UL 790.
 - 3. Apply label from agency approved by authority having jurisdiction to identify each roof assembly component.
 - 4. 110 mph resistant.

2.2 MATERIALS

- A. Grace Ice & Water Shield HT, as specified in section 07 13 00 – Sheet Waterproofing.

2.3 RIDGE, HIP, AND EAVE VENTS

- A. Ridge and Hip Vents: **Metal, nominal 12" wide with vent openings that do not permit direct water or weather entry;** to receive cap shingles; minimum 12 sq inches/foot net free area. Ridge vents for this project shall be furnished by the Owner.
- B. Eave Vents: Metal, nominal 1-1/2" wide by 1" high, with vent openings that do not permit direct water or weather entry; minimum 9 sq inches/foot net free area.
- C. Starter and End Caps: As required to suit application.

2.4 FABRICATION

- A. Form flashings to profiles indicated on Drawings, and to protect roofing materials from physical damage and shed water.
- B. Form eave edge and gable edge flashing to extend minimum 2" onto roof and minimum 0.25" below sheathing.
- C. Form flashing sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.
- D. Hem exposed edges of flashings minimum 1/4" on underside.
- E. Apply bituminous paint on concealed surfaces of flashings.

2.5 ACCESSORIES

- A. Nails: ASTM F1667; standard round wire roofing nails hot dipped galvanized steel type, minimum 0.105" diameter shank, minimum 0.375" diameter head; of sufficient length to penetrate 3/4" into roof sheathing. Owner will provide 2 bins of roofing nails, if usable.
- B. Plastic Cement: ASTM D4586, Asphalt type with mineral fiber components, free of toxic solvents, capable of setting within 24 hours at temperatures of 750F and 50% RH.
- C. Lap Cement: Fibrated cutback asphalt type, recommended for use in application of underlayment, free of toxic solvents.
- D. Bituminous Paint: Acid and alkali resistant type; black color.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify roof penetrations and plumbing stacks are in place and flashed to deck surface.
- B. Verify roof openings are correctly framed.
- C. Verify deck surfaces are dry, free of ridges, warps, or voids.

3.2 PREPARATION

- A. Fill knot holes and surface cracks with latex filler at areas of bonded ice dam membrane.
- B. Broom clean deck surfaces under ice dam membrane and underlayment.

3.3 INSTALLATION

- A. Underlayment Membrane Installation:
 - 1. Place eave edge and gable edge metal flashings tight with fascia boards. Weather lap joints minimum 2" and seal with plastic cement. Secure flange with nails at maximum 12" on center.

- B. Underlayment Installation:
 - 1. **Install underlayment in accordance with manufacturer's instructions without distortions** capable of preventing shingles from sealing. Nail underlayment overlap at 36" on center.
 - 2. Weather lap and seal items projecting through or mounted on roof watertight with plastic cement.

- C. Valley Protection Installation:
 - 1. Roll Roofing - Open Valleys:
 - a. Place first layer roll roofing, 18" wide, centered over valleys; mineral surfaced side up. Weather lap joints minimum 2". Nail layer in place 18 inches on center, 1" from edges.
 - 2. Sheet Metal - Open Valleys:
 - a. Use SMACNA Details for valley protection.

- D. Metal Flashing and Accessories Installation:
 - 1. Weather lap joints minimum 2" and seal weather tight with plastic cement.
 - 2. Secure in place with nails. Conceal fastenings.
 - 3. Flash and seal work weather tight, projecting through or mounted on roofing with plastic cement.

- E. Asphalt Shingles Installation:
 - 1. Place shingles in straight coursing pattern with 5" weather exposure to produce double thickness over full roof area. Install double course of shingles at eaves.
 - 2. Project first course of shingles $\frac{3}{4}$ " beyond fascia boards.
 - 3. Extend shingles $\frac{1}{2}$ " beyond face of gable edge fascia boards.

3.4 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Requirements for inspection and testing.

3.5 PROTECTION

- A. Do not permit traffic over finished roof surface.

END OF SECTION

SECTION 07610

METAL ROOFING

PART 1 – GENERAL

1.1 WORK

- A. Provide everything required to complete the work as shown on the Drawings and specified herein.

1.2 QUALITY STANDARDS

- A. Provide experienced, well-trained workers competent to complete the work as specified.
- B. Unless approved by the Architect, provide all related products and accessories from one manufacturer.

1.3 SUBMITTALS

- A. Submit samples of metal roofing and underlayment. Provide complete line of metal roofing finish colors.

1.4 MATERIALS HANDLING

- A. Provide all materials required to complete the work as shown on Drawings and specified herein. Deliver, store, and transport materials to avoid damage to the products or to any other work and as per the General Conditions.
- B. Have on hand and ready for installation in coordination with roofing, all accessories such as ridge vents, metal edge drip trim, flashing, vent flashing boots and all required fasteners and membrane.

1.5 PRECONSTRUCTION AND PREPARATION

- A. Examine and verify that job conditions are satisfactory for speedy and acceptable work.

1.6 WEATHERTIGHT WARRANTY PERIOD

- A. Weathertight warranty shall be for five years from date of Substantial Completion.

PART 2 – MATERIALS

2.1 METAL ROOFING

- A. Provide metal roofing as shown on Drawings and specified herein. Basis of Design – Gulf Coast Supply & Manufacturing. (14429 SW 2nd Place, Suite G30, Newberry, FL 32669. P: 352-498-0778 Toll Free: 888-393-0335) or an approved equal. Roofing equal must be approved by the Architect ten (10) calendar days prior to the Bid Date.
- B. Roofing Materials:
 - 1. Base Bid
 - a. Type: Rib Roof Panel
 - b. Material: Galvalume Steel
 - c. Thickness: 26 Gauge
 - d. Finish/Color: Architect to choose from standard color options (15 colors)
- C. Provide all materials and accessories:
 - 1. Roof Deck: Existing. Contractor shall make repairs to existing roof deck as required. See Unit Price No. 1. Owner shall approve all roof deck areas to be replaced.
 - 2. Underlayment: Coated woven polyolefin. Provide primer where recommended by underlayment manufacturer.
 - a. Available Products: Subject to compliance with requirements, products that may be incorporated into the work include, but are not limited to, the following:
 - 1) Titanium UDL-30
 - 3. Fasteners only as approved by the manufacturer of the roofing product. Comply with local code for uplift requirements.

4. Trim manufactured or approved by the metal roofing manufacturer. Provide all trim as required.

2.2 WARRANTY

- A. Provide 40 year warranty for painted metal roof panels.

PART 3 – CONSTRUCTION AND INSTALLATION

3.1 INSTALLATION

- A. **Install roofing as per building code requirements and manufacturer's instructions.**
- B. Upon completion, clean the work area and remove all scrap and excess materials from the site. Allow convenient access for inspection of work and repair or replace defective work as directed by the Architect. Minor scratches and abrasions shall be touched up. Damaged material that may affect the integrity of the roofing must be replaced. Leave drains and other openings clean and clean of debris.
- C. Provide walks or runways to protect roofing if there is to be continued construction work.

END OF SECTION

SECTION 07620

FLASHING AND SHEET METAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Metal counter flashing and base flashing (if any).
 - 2. Metal wall flashing and expansion joints.
 - 3. Gutter and downspouts (rain drainage).
 - 4. Exposed metal trim fascia units.
 - 5. Miscellaneous sheet metal accessories.
 - 6. Elastic roof/wall expansion joint systems.
- B. Roofing accessories installed integral with roofing membrane are specified in roofing system section as roofing work.

1.3 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Product data, Flashing, Sheet Metal, and Accessories: Manufacturer's technical product data, installation instructions and general recommendations for each specified sheet material and fabricated product.

1.4 PROJECT CONDITIONS

- A. Coordinate work of this section with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance and durability of work and protection of materials and finishes.
- B. This work shall be a part of roofing contractor's contract.

PART 2 - PRODUCTS

2.1 SHEET METAL FLASHING, TRIM, FASCIA, RAIN DRAINAGE & ETC.

- A. Zinc-Coated Steel: Commercial quality with 0.20 percent copper, ASTM A 526 except ASTM A 527 for lock-forming, G90 hot-dip galvanized, mill phosphatized where indicated for painting; 0.0359-inch thick (24 gage) except as otherwise indicated.
- B. Miscellaneous Materials and Accessories:
 - 1. Fasteners: Same metal as flashing/sheet metal or other non-corrosive metal as recommended by sheet manufacturer. Match finish of exposed heads with material being fastened.
 - 2. Bituminous Coating: SSPC - Paint 12, solvent-type bituminous mastic, nominally free of sulfur, compounded for 15-mil dry film thickness per coat.
 - 3. Mastic Sealant: Polyisobutylene; nonhardening, nonskinning, non-drying, nonmigrating sealant.
 - 4. Elastomeric Sealant: Generic type recommended by manufacturer of metal and fabricator of components being sealed and complying with requirements for joint sealants as specified in Division 7 Section "Joint Sealers."
 - 5. Epoxy Seam Sealer: 2-part noncorrosive metal seam cementing compound, recommended by metal manufacturer for exterior/interior nonmoving joints including riveted joints.
 - 6. Adhesives: Type recommended by flashing sheet manufacturer for waterproof/weather-resistant seaming and adhesive application of flashing sheet.
 - 7. Paper Slip Sheet: 5-lb. rosin-sized building paper.

8. Polyethylene Underlayment: Minimum 6-mil carbonated polyethylene film resistant to decay when tested in accordance with ASTM E 154.
9. Reglets: Metal or plastic units of type and profile indicated, compatible with flashing indicated, noncorrosive.
10. Metal Accessories: Provide sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of work, matching or compatible with material being installed, noncorrosive, size and gage required for performance.
11. Gutters and Downspouts: 24-gage pre-finished zinc-coated steel commercial quality.
12. Pre-cast concrete **splash blocks: 12" wide by 30" long, weight 49 pounds. Provide at each down spout.**

2.2 FABRICATED UNITS

- A. General Metal Fabrication: Shop-fabricate work to greatest extent possible. comply with details shown and with applicable requirements of SMACNA "Architectural Sheet Metal Manual" and other recognized industry practices. Fabricate for waterproof and weather-resistant performance, with expansion provisions for running work sufficient to permanently prevent leakage, damage, or deterioration of the work. Form work to fit substrates. Comply with material manufacturer instructions and recommendations for forming material. Form exposed sheet metal work without excessive oil-canning, buckling, and tool marks, true to line and levels indicated, with exposed edges folded back to form hems.
- B. Seams: Fabricate nonmoving seams in sheet metal with flat-lock seams. For metal other than aluminum, tin edges to be seamed, form seams, and solder. Form aluminum seams with epoxy seam sealer; rivet joints for additional strength where required.
- C. Expansion Provisions: Where lapped or bayonet-type expansion provisions in work cannot be used or would not be sufficiently water/weatherproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).
- D. Sealant Joints: Where movable, non-expansion type joints are indicated or required for proper performance of work form metal to provide for proper installation of elastomeric sealant, in compliance with SMACNA standards.
- E. Separations: Provide for separation of metal from non-compatible metal or corrosive substrates by coating concealed surfaces at locations of contact, with bituminous coating or other permanent separation as recommended by manufacturer/fabricator.

2.3 ELASTIC EXPANSION JOINTS

- A. General: Provide factory-fabricated units of size and profile indicated, complete with pre-fabricated corner units, intersection units, and splicing materials. Provide complete with elastic sheet flashing **forming the primary joint membrane, in a supported, "bellows" arrangement designed for securement to both sides of expansion joints.** Underside of bellows insulated with adhesively applied, flexible, closed-cell rubber or plastic not less than 3/8" thick.
- B. **Type: Metal flanged edges, 3" to 4" wide, formed to profiles as indicated to fit curbs and designed for nailing to curb substrate.** Provide metal flanges in the following thicknesses:
 1. **Aluminum: 0.032"**
- C. **Looped Bellows Width: 5" to 6", exclusive of flanges.**
- D. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Afco Products, Inc.
 2. Celotex Corporation
 3. International Permalite/Roofing Components Group
 4. Manville/Roofing Systems Division
 5. Phoenix Building Products, Inc.
 6. York Manufacturing, Inc.
- E. **Material Finish: All metal finishes shall be manufacturer's shop finish Fluoropolymer (Kynar) paint, color selected to match roofing material. Provide manufacturer's 20 year warranty on paint finish.**

PART 3 - EXECUTION

3.1 INSTALLATION REQUIREMENTS

- A. General: Except as otherwise indicated, comply with manufacture's installation instructions and recommendations and with SMACNA "Architectural Sheet Metal Manual". Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weatherproof.
- B. Underlayment: Where stainless steel or aluminum is to be installed directly on cementitious or wood substrates, install a slip sheet of red rosin paper and a course of polyethylene underlayment.
- C. Bed flanges of work in a thick coat of bituminous roofing cement where required for waterproof performance.

3.2 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.
- B. Protection: Advise Contractor of required procedures for surveillance and protection of flashings and sheet metal work during construction to ensure that work will be without damage or deterioration other than natural weathering at time of Substantial Completion.

END OF SECTION

SECTION 07621

SHEET METAL GUTTERS AND DOWNSPOUTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Gutters and downspouts
- B. Accessories

1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. ASTM A653: Standard Specification for Steel Sheet, Zinc Coated (Galvanized) or Zinc Iron Alloy Coated (Galvannealed by the Hot Dip Process).
- B. Leadership in Energy and Environmental Design (LEED)
- C. National Green Building System (NGBS)

1.3 SUBMITTALS

- A. Refer to Section 01300 - Submittal Procedures
- B. Product Data: Submit manufacturer current technical literature for each type of product.
- C. Samples: Provide nominal 3" x 5" sample of each color indicated for gutters, downspouts and accessories.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer shall have a minimum of five (5) years experience in the production of sheet metal gutters and downspouts.
- B. Fabricator Qualifications: Shall be approved by manufacturer for fabrication of gutters and downspouts.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Store materials on dry, level, firm, and clean surface.

1.6 WARRANTY

- A. Finish Warranty:
 - 1. Manufacturing Defects: Standard form in which manufacturer agrees to repair or replace items that fail by blistering, checks, crazes, flakes, peels or weathers unevenly due to a defect in manufacturing within warranty period from date of original installation.
 - 2. Warranty Period: 20 years.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Basis of Design
 - 1. Garrety Manufacturing, Inc. (800-628-5849) (www.garretymfg.com).

2.2 GUTTERS

- A. K-Style Gutter Fabrication:
 - 1. Gutter Size: 5 inches.
 - 2. Length: Continuous.
 - 3. Steel Thickness: 0.028 (24 gauge)

- B. Gutter Corner Fabrication:
 - 1. Provide mitered corners, welded and sealed. Corners shall extend a minimum of 12 inches from the corner in each direction. Lap joint and sealant where connecting to continuous gutter.
 - 2. Match material, shape and finish of gutter.

2.3 DOWNSPOUTS

- A. Rectangular downspout fabrication:
 - 1. Size: 3 by 4 inches.
 - 2. Length: Standard 10 foot length.
 - 3. Texture: Corrugated.
 - 4. Material thickness:
 - a. Steel Thickness: 0.028 (24 gauge)

2.4 ACCESSORIES

- A. Gutters:
 - 1. End Caps: Match material, shape and finish of gutter.
 - 2. Outlet Tubes: Match material and shape of downspout.
 - 3. Gutter Support:
 - a. Hidden **Gutter Hanger: Manufacturer's standard** steel hidden hanger.
 - b. Rod and Nut Hanger: **Manufacturer's standard** steel hanger, gutter spacer and nuts.
 - 4. Gutter Guards:
 - a. Aluminum mesh, 6 inch by 3 foot sections.
- B. Downspouts:
 - 1. Downspout Support:
 - a. Exposed strap.
 - b. Color: Match Downspout.
 - 2. Miscellaneous downspout components: Provide all necessary elbows, downspout offset sections, and pop rivets as required for a complete installation. All miscellaneous components shall match downspouts.
- C. Fasteners:
 - 1. Use metal coated fasteners of sufficient length to penetrate minimum 1 inch into substrate.
- D. Flashing: Provide 0.022 inch thick steel roof edge flashing; color **as selected from manufacturer's full color line**.
- E. Sealants: Tripolymer, single component sealant as recommended by manufacturer at gutter joints.
- F. Downspout Strainer: Steel wire-ball downspout strainer.
- G. Splash Pans: Fabricate from the following. Size and shape as indicated on Drawings.
 - 1. Pre-cast Concrete: Profile as indicated on Construction Documents. Concrete shall be 3,000 psi at 28 days with minimum of 5 percent air entrainment.

2.5 FINISH

- A. Exterior Coating:
 - 1. Standard Coating; Kynar 500 or Hylar 5000 applied to exposed side.
 - 2. **Color: As selected from manufacturer's standard color line.**
- B. **Interior coating: Manufacturer's standard primer wash coat.**
- C. Exterior/Interior Finish: Galvalume steel

PART 3 - EXECUTION

3.1 PREPARATION

- A. Verify that substrates are in place and ready for installation of gutters and downspouts.

3.2 INSTALLATION

- A. General: Install Work securely in place and provide for expansion and contraction of components using lapped and sealed joints
 - 1. Do not install damaged components.
 - 2. Separate dissimilar metals to prevent galvanic action through the use of bituminous coating or other permanent separation recommended by SMACNA.
 - 3. Space expansion joints in gutters as recommended by manufacturer.
 - 4. Rivet joints where required for strength, exposed rivet shall match gutter or downspout color.
 - 5. Torch cutting of components is not allowed.
- B. Install roof edge flashings at roof edge conditions as indicated on Drawings.
- C. Gutters:
 - 1. Install gutter supports at no more than 24 inches on center.
 - 2. Slope gutters evenly to downspouts; provide end caps at gutter ends and seal watertight per **manufacturer's instructions**.
 - 3. Install outlet tubes at all downspout locations, seal watertight.
 - 4. Apply joint sealants at gutter **joints per manufacturer's installation instructions** and to meet the requirements of Section 07900 – Joint Sealers.
- D. Downspouts:
 - 1. Install downspouts, provide elbows and offsets, and secure downspouts to wall construction using downspout supports spaced no more than 10 feet on center. Maximum distance of downspout support from top or bottom of downspout shall be 2 feet. Provide 45 degree elbow at bottom of downspout to direct water away from wall surface or foundation.
 - 2. Where downspout connects to building perimeter drainage system, lap downspout and perimeter drainage pipe a minimum of 3 inches.
 - 3. Install pre-cast concrete splash pans under downspouts.

3.3 CLEANING AND PROTECTION

- A. Remove damaged, defective or improperly installed materials. Replace with new materials installed per requirements of this section.
- B. **Clean finished surfaces according to manufacturer's written** instructions; maintain clean condition until Final Completion.

END OF SECTION

SECTION 07900

JOINT SEALERS

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. Extent of each form and type of joint sealer is indicated on drawings and as herein noted.
- B. This section includes joint sealers for the following locations:
 - 1. Exterior joints in vertical surfaces and horizontal non-traffic surfaces as listed below:
 - a. Joints at gutters
 - b. Other joints as indicated and needed.

1.3 SYSTEM PERFORMANCES

- A. Provide joint sealers that have been produced and installed to establish and maintain watertight and airtight continuous seals.

1.4 SUBMITTALS

- A. Product Data from manufacturers for each joint sealer product required, including instructions for joint preparation and joint sealer application.
- B. Samples for Initial Selection Purposes: **Manufacturer's** standard bead samples consisting of strips of actual products showing full range of colors available, for each product exposed to view.
- C. Certificates from manufacturers of joint sealers attesting that their products comply with specification requirements and are suitable for the use indicated.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an Installer who has successfully completed within the last three years at least three joint sealer applications similar in type and size to that of this Project.
- B. Single Source Responsibility for Joint Sealer Materials: Obtain joint sealer materials from a single manufacturer for each different product required.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels informing about manufacturer, product name and designation, color, expiration period for use, pot life, curing time, and mixing instructions for multi-component materials.
- B. Store and handle materials in compliance with **manufacturer's** recommendations to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.7 PROJECT CONDITIONS

- A. Environmental Conditions: Do not proceed with installation of joint sealers under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside the limits permitted by joint sealer manufacturers.
 - 2. When joint substrates are wet due to rain, frost, condensation, or other causes.
- B. Joint Width Conditions: Do not proceed with installation of joint sealers where joint widths are less than allowed by joint sealer manufacturer for application indicated.
- C. Joint Substrate Conditions: Do not proceed with installation of joint sealers until contaminants capable of interfering with their adhesion are removed from joint substrates.

1.8 SEQUENCING AND SCHEDULING

- A. Sequence installation of joint sealers to occur not less than 21 nor more than 30 days after completion of waterproofing, unless otherwise indicated.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealers, joint fillers and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- B. Colors: Provide color of exposed joint sealers indicated or, if not otherwise indicated, as selected by Architect from **manufacturer's** standard colors.

2.2 ELASTOMERIC JOINT SEALERS

- A. Elastomeric Sealant Standard: Provide **manufacturer's** standard chemically curing, elastomeric sealant of base polymer indicated which complies with ASTM C 920 requirements, including those referenced for Type, Grade, Class, and Uses.
- B. One-Part Polysulfide Sealant: Type S, Grade NS, Class 12-½; Uses NT, M, G, A, and, as applicable to joint substrates indicated, O.
- C. One-Part Mildew-Resistant Silicone Sealant: Type S, Grade NS, Class 25; Uses NT, G, A, and, as applicable to nonporous joint substrates indicated, O; formulated with fungicide; intended for sealing interior joints with nonporous substrates and subject to in-service exposure to conditions of high humidity and temperature extremes.
- D. Products: Subject to compliance with requirements, provide one of the following:
 - 1. One-Part Polysulfide Sealant:
 - "Chem-Calk 100", Bostik Construction Products Div.
 - "GC-9 Synthacalk", Pecora Corporation
 - "PRC Rubber Calk 7000", Product Research and Chemical Corp.
 - 2. One-Part Mildew Resistant Silicone Sealant:
 - "Dow Corning 786", Dow Corning Co.
 - "SCS 1702 Sanitary", General Electric Co.
 - "863 #345 White", Pecora Corp.
 - "Rhodorsil 6B White" Rhone-Poulenc, Inc.
 - "Proglaze White", Tremco Corp.
 - "OmniPlus" Sonneborn Building Products Div., Rexnord Chemical Products, Inc.

2.3 MISCELLANEOUS MATERIALS:

- A. Primer: Provide type of recommended by joint sealer manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint sealer-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Provide non-staining, chemical cleaners of type which are acceptable to manufacturers of sealants and sealant backing materials, which are not harmful to substrates and adjacent nonporous materials, and which do not leave oily residues or otherwise have a detrimental effect on sealant adhesion or in-service performance.
- C. Masking Tape: Provide non-staining, nonabsorbent type compatible with joint sealants and to surfaces adjacent to joints.
- D. Accessory Materials for Fire-Stopping Sealants: Provide forming, joint fillers, packing and other accessory materials required for installation of fire-stopping sealants as applicable to installation conditions indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealers, with Installer present, for compliance with requirements for joint configuration, installation tolerances and other conditions affecting joint sealer performance. Do not proceed with installation of joint sealers until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealers to comply with recommendations of joint sealer manufacturers and the following requirements:
 - 1. Remove all foreign material from joint substrates which could interfere with adhesion of joint sealer, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealers, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean concrete, masonry, unglazed surfaces of ceramic tile and similar porous joint substrate surfaces, by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealers. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.
 - 3. Remove laitance and form release agents from concrete.
 - 4. Clean metal, glass, porcelain enamel, glazed surfaces or ceramic tile, and other nonporous surfaces by chemical cleaners or other means which are not harmful to substrates or leave residues capable of interfering with adhesion of joint sealers.
- B. Joint Priming: Prime joint substrates where indicated or where recommended by joint sealer manufacturer based in preconstruction joint sealer-substrate tests or prior experience. Apply primer to comply with joint sealer **manufacturer's** recommendations. Confine primers to areas of joint sealer bond, do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces which otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALERS

- A. General: Comply with joint sealer **manufacturers'** printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply.
- B. Elastomeric Sealant Installation Standard: Comply with recommendations of ASTM C 962 for use of joint sealants as applicable to materials, applications and conditions indicated.
- C. Installation of Sealant Backings: Install sealant backings to comply with the following requirements:
 - 1. Install joint fillers of type indicated to provide support of sealants during applications and at position required to produce the cross-sectional shapes and depths of installed sealants relative to joint widths which allow optimum sealant movement capability.
 - a. Do not leave gaps between ends of joint fillers.
 - b. Do not stretch, twist, puncture, or tear joint fillers.
 - c. Remove joint fillers which have become wet prior to sealant application and replace with dry material.
- D. Install bond breaker tape between sealants and joint fillers, compression seals, or back of joints where adhesion of sealant to surfaces at back of joints would result in sealant failure.
 - 1. Install compressible seals serving as sealant backings to comply with requirements indicated above for joint fillers.
 - a. Installation of Sealants: Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross-sectional shapes and depths relative to joint widths which allow optimum sealant movement capability.
- E. Tooling of Nonsag Sealants: Immediately after sealant application and prior to time skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated, to eliminate air pockets, and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents which discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.
 - 1. Provide concave joint configuration per Figure 6A in ASTM C 962, unless otherwise indicated.
- F. Installation of Fire-Stopping Sealant: Install sealant, including forming, packing, and other accessory materials to fill openings around mechanical and electrical services penetrating floors and walls to provide fire-stops with fire resistance ratings indicated for floor or wall assembly in which penetration occurs. Comply with installation requirements established by testing and inspecting agency.

3.4 CLEANING:

- A. Clean off excess sealants or sealant smears adjacent to joints as work progress by methods and with cleaning materials approved by manufacturers of joint sealers and of products in which joints occur.

3.5 PROTECTION

- A. Protect joint sealers during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove or deteriorated joint sealers immediately and reseal joints with new materials to produce joint sealer installations with repaired areas indistinguishable from original work.

END OF SECTION

SECTION 09901

PAINTING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section includes surface preparation and the application of paint systems on exterior surfaces damaged or exposed during the re-roofing work of this Project.
- B. This section does not include:
 - 1. Painting specified under other sections.
 - 2. Painting of metal surfaces that are pre-finished and are intended to remain as factory finished and all plated metals intended to remain unfinished, except where specifically required herein or as noted on the drawings.
 - 3. Painting of any moving parts of operating units, hinges, valves, operators, linkages, sensing devices, motor shafts, etc., unless specifically noted otherwise.
 - 4. Painting over labels or equipment identification, performance rating, name or nomenclature plates.
 - 5. Painting of any pre-finished wall plates or outlet covers unless specifically noted to match interior or exterior color schemes.
- C. This section includes surface preparation and the application of paint systems on the following substrates:
 - 1. Concrete
 - 2. Concrete masonry units (CMU)
 - 3. Steel (including all exposed-to-view steel framing)
 - 4. Galvanized metal (including all exposed-to-view metal deck and steel roof framing)
 - 5. Wood
 - 6. Gypsum Board

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of product indicated.
- C. Samples for Verification: For each type of paint system and each color and gloss of topcoat indicated.
 - 1. Submit samples on rigid backing, 8 inches (200 mm) square.
 - 2. Step coats on samples to show each coat required for system.
 - 3. Label each coat of each sample.
 - 4. Label each sample for location and application area.
- D. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 - 2. **Printout of current Master Painters Institute "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.**

1.4 QUALITY ASSURANCE

- A. MPI Standards:
 - 1. **Products: Complying with MPUI standards indicated and listed in "MPI Approved Products List."**
 - 2. **Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.**
- B. Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Wall and Ceiling Surfaces: Provide samples of at least 100 sq. ft.
 - b. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft.
 - c. Other Items: Architect will designate items or areas required.
2. Apply each benchmark samples after permanent lighting and other environmental services have been activated.
3. Final approval of color selection will be based on benchmark samples.
 - a. If preliminary color selections are not approved, apply up to four (4) additional benchmark samples of additional colors selected by Architect at no added cost to Owner.

C. Qualifications of Workmen:

1. Provide at least one person who shall be present at all times during the execution of the work of this Section, who shall be thoroughly familiar with the specified requirements and the materials and methods needed for their execution, and who shall direct all work performed under them.
2. Provide adequate numbers of workmen skilled in the necessary crafts and informed of the methods and materials to be used.
3. In acceptance or rejection of the work of this Section, the Architect will make no exception for the lack of skill on the part of the workmen.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated area with ambient temperatures continuously maintained at not less than 45° F.
1. Maintain containers in clean condition, free of foreign materials and residue.
 2. Remove rags and waste from storage areas daily.

1.6 PROJECT CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50°F and 95°F.
- B. Do not apply paints in snow, rain, fog or mist; when relative humidity exceeds 85%; at temperatures less than 5°F (3°C) above dew point; or to damp or wet surfaces.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Sherwin-Williams Company (basis of design and paint systems)
 2. Benjamin Moore & Co.
 3. ICI Paints
 4. Porter Paints
 5. PPG Architectural Finishes
 6. Ospho by The Skybryte Co.

2.2 PAINT, GENERAL

- A. Material Compatibility:
1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. **Colors: As selected by Architect from manufacturer's full range.**

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Concrete: 12%
 - 2. Masonry (Clay and CMU): 12%
 - 3. Wood: 15%
 - 4. Plaster: 12%
 - 5. Gypsum Board: 12%
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
 - 1. Beginning **coating application constitutes Contractor's acceptance of substrates and conditions.**

3.2 PREPARATION

- A. **Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.**
- B. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection, if any.
 - 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- C. Clean the substrates of substances that could impair the bond of paints, including dirt, oil, grease, and incompatible paints and encapsulates.
 - 1. Remove incompatible primers and re-prime substrate with compatible primers as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in **manufacturer's written instructions.**
- E. Concrete Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture **content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.**
- F. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.
- G. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- H. Aluminum Substrates: Remove surface oxidation.
- I. Wood Substrates:
 - 1. Scrape and clean knots and apply coat of knot sealer before applying primer.
 - 2. Sand surfaces that will be exposed to view and dust off.
 - 3. Prime edges, ends, faces, undersides, and backsides of wood.
 - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

- J. Gypsum Board Substrates: Do not begin paint application until finishing compound is dry and sanded smooth.
- K. Plaster Substrates: Do not begin paint application until plaster is fully cured and dry.
- L. Finish Wood and Fiber Reinforced Plastic Substrates:
 - 1. Prepare surfaces and paint materials as recommended by the paint manufacturer.
 - 2. Correct dents and gouges before applying primer.
 - 3. Prime edges, ends, faces, undersides and backsides.
 - 4. After priming, fill holes and imperfections in the finish surfaces with filler. Sand smooth when dried.

3.3 APPLICATION

- A. **Apply paints according to manufacturer's written instructions.**
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracks, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 FIELD QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when paints are being applied:
 - 1. Testing agency will perform tests for compliance of paint materials with product requirements.
 - 2. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove non-complying paint materials from the Project site, pay for testing and re-paint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

3.5 FIELD QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when paints are being applied:
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping or other methods. Do not scratch or damage adjacent surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing and refinishing as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINTING SCHEDULE

- A. Dressed Lumber, Synthetic Wood Substrates and Fiber Reinforced Plastic:
 - 1. Latex System: MPI EXT 6.3L
 - a. Prime Coat: Exterior latex wood primer (SW B42)
 - b. Intermediate Coat: Exterior latex matching topcoat (SW A82 Series)
 - c. Topcoat: Exterior latex (semi-gloss) (SW A82 Series)

END OF SECTION